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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
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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.

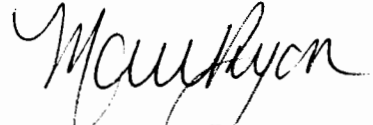
As stated in the amendment, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has 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

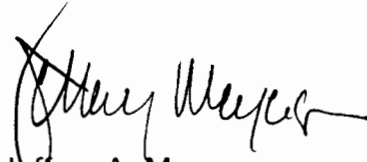
Source of Funds: 100% General Funds

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



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DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
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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
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DEPARTMENT OF INFORMATION TECHNOLOGY
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Denis Goulet
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Nashua Soup Kitchen & Shelter, Inc.	174173-R001	42 Chestnut Street Nashua NH 03061
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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.

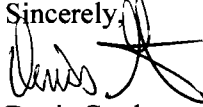


STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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**

**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 Andrews 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



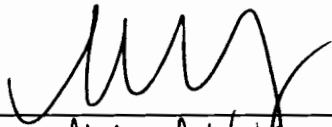
New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program



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

OFFICE OF THE ATTORNEY GENERAL

Date 5/30/17


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: _____



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 \$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.

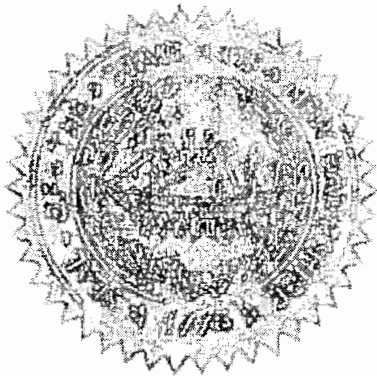
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 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.

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 trade name registered on October 5, 2011 and that Community Action Partnership of Strafford County presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having 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 5th day of April, A.D. 2016

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY	Business ID:	65583
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	05/25/1965	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	05/25/1965		
Principal Office Address:	642 Central Ave, Dover, NH, 03820, USA	Mailing Address:	PO Box 160, Dover, 03821 - 0160, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	603-516-8126
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / TO INITIATE AND ADMINISTER PROGRAMS NECESSARY FOR THE PURPOSE OF ALLEVIATING POVERTY IN STRAFFORD COUNTY, NEW HAMPSHIRE	

Page 1 of 1, records 1 to 1 of 1

CERTIFICATE OF VOTE

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

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

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

RESOLVED: That the Betsy Andrews Parker
(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 10 day of May, 2017.
(Date Contract Signed)

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

of the Agency.

Jean L. Miccolo
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford _____

The forgoing instrument was acknowledged before me this 10th day of May, 2017.

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

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



My Commission Expires: August 5, 2020 _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2017

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 CGI Insurance 171 Londonderry Turnpike Hooksett NH 03106	CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (603) 232-9306 E-MAIL ADDRESS: tdavis@cgibusinessinsurance.com	FAX (A/C, No): (603) 622-4618
	INSURER(S) AFFORDING COVERAGE	
INSURED Community Action Partnership of Strafford PO Box 160 Dover NH 03821-1060	INSURER A: Hanover Insurance Company NAIC # 22292	
	INSURER B: New York Marine & General Ins	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZHVA192135	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AWVA156930	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 0			UHVA192136	12/31/2016	12/31/2017	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	3A State: NH WC20160007962	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

Mark Harvie/TERI

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MISSION

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



VISION

Working to eliminate poverty in
Strafford County

Financial Statements

COMMUNITY ACTION PARTNERSHIP OF
STRAFFORD COUNTY

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

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

DECEMBER 31, 2015 AND 2014

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

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

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

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

Report on Summarized Comparative Information

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

Other Matters

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

Other Reporting Required by Government Auditing Standards

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

*Leone McDonnell's Roberts,
Professional Association*

June 1, 2016
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

	<u>2015</u>	<u>2014</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 713,900	\$ 744,514
Accounts receivable	714,329	770,066
Inventory	8,724	8,754
Prepaid expenses	<u>1,300</u>	<u>11,586</u>
Total current assets	<u>1,438,253</u>	<u>1,534,920</u>
NONCURRENT ASSETS		
Security deposits	24,667	19,201
Property, net of accumulated depreciation	478,424	435,446
Other noncurrent assets	<u>12,500</u>	<u>12,500</u>
Total noncurrent assets	<u>515,591</u>	<u>467,147</u>
TOTAL ASSETS	<u>\$ 1,953,844</u>	<u>\$ 2,002,067</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Demand note payable	\$ 73,401	\$ 80,735
Accounts payable	82,925	126,063
Accrued payroll and related taxes	121,014	120,172
Accrued compensated absences	81,878	78,154
Refundable advances	467,356	491,134
Other current liabilities	<u>24,399</u>	<u>137</u>
Total liabilities	<u>850,973</u>	<u>896,395</u>
NET ASSETS		
Unrestricted		
Undesignated	686,961	669,373
Board designated	<u>307,315</u>	<u>307,002</u>
Total unrestricted	994,276	976,375
Temporarily restricted	<u>108,595</u>	<u>129,297</u>
Total net assets	<u>1,102,871</u>	<u>1,105,672</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,953,844</u>	<u>\$ 2,002,067</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

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

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

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

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Child Services	Community Services	Energy Assistance	Housing	Weatherization	Workforce Development	Total Program Services	Management And General	Fundraising	2015 Total	2014 Total
Payroll	\$ 2,058,413	\$ 183,228	\$ 255,149	\$ 87,134	\$ 37,282	\$ 170,757	\$ 2,771,973	\$ 502,520	\$ 17,761	\$ 3,292,254	\$ 3,316,098
Payroll taxes	203,101	16,442	22,878	6,690	3,049	15,950	267,910	43,943	1,974	313,827	340,843
Fringe benefits	189,204	24,301	38,584	6,395	3,610	14,098	277,192	36,815	22	313,829	323,886
Weatherization material, fuel and client assistance	57,805	57,164	1,716,073	168,334	188,690	9,231	2,196,097	1,035	-	2,197,132	2,873,617
In-kind expenses	423,519	170,974	-	14,619	36,361	-	645,473	-	4,425	649,898	439,831
Consumable supplies	161,559	27,392	6,637	2,279	615	1,920	200,602	6,825	32	207,459	196,390
Indirect costs	-	-	-	-	-	-	-	133,274	-	133,274	160,950
Insurance	124,132	8,363	2,822	4,998	3,660	4,729	146,844	6,013	134	152,991	168,918
Equipment and computer	38,785	(14,261)	7,786	1,296	770	2,279	38,615	11,221	123	47,959	157,109
Rent	78,728	10,143	18,024	1,819	1,885	27,895	137,494	13,789	880	152,153	149,437
Utilities	91,455	7,489	11,565	16,454	2,822	4,898	134,673	12,062	567	147,902	129,280
Consultants and contract labor	142,393	31,972	6,209	54,168	624	1,009	236,375	34,776	7,069	278,220	104,984
Repairs and maintenance	78,871	14,505	20,893	11,871	1,107	2,727	130,974	15,877	7,219	154,070	101,120
Travel	55,543	6,268	1,868	1,009	3,268	4,987	72,943	22,441	149	95,533	98,152
Meetings, events and training	68,465	3,947	1,821	261	2,083	783	77,460	14,678	569	92,707	93,647
Depreciation	18,695	18,020	-	3,733	1,135	2,320	43,903	-	-	43,903	69,333
Copying & postage	14,877	2,333	8,588	201	965	322	25,296	8,953	346	34,585	31,013
Repayment	9,395	633	409	74	185	503	11,199	1,776	72	13,047	16,997
Property taxes	-	493	-	2,412	-	-	2,905	-	-	2,905	3,516
Interest expense	-	3,448	-	-	-	-	3,448	-	-	3,448	3,252
Other program support	(120,735)	141,563	338	(16,340)	-	-	4,826	(19,398)	16,330	1,758	15,075
Total expenses	\$ 3,693,205	\$ 712,557	\$ 2,120,534	\$ 347,367	\$ 206,121	\$ 264,408	\$ 7,424,192	\$ 848,880	\$ 57,682	\$ 8,328,854	\$ 8,817,396

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

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

Basis of Accounting

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

Financial Statement Presentation

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

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

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

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

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

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

Refundable Advances

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

Contributions

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

Contributed Services

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

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

Fair Value of Financial Instruments

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

Inventory

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

Property and Depreciation

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

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

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

Accrued Earned Time

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

Income Taxes

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

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

Cash and Cash Equivalents

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

Use of Estimates

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

Advertising Expenses

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

In-kind Donations

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

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

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

Functional Allocation of Expenses

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

Subsequent Events

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

NOTE 2. PROPERTY

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

	<u>2015</u>	<u>2014</u>
Land, buildings and improvements	\$ 430,128	\$ 416,435
Furniture, equipment and machinery	522,213	507,304
Vehicles	<u>249,779</u>	<u>302,466</u>
Total	1,202,120	1,226,205
Less accumulated depreciation	<u>723,696</u>	<u>790,759</u>
Net property	<u>\$ 478,424</u>	<u>\$ 435,446</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, 2015 and 2014. The Agency has no policy for charging interest on overdue accounts.

NOTE 4. PLEGGED ASSETS

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

NOTE 5. DEMAND NOTE PAYABLE

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

NOTE 6. TEMPORARILY RESTRICTED NET ASSETS

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

NOTE 7. LEASE COMMITMENTS

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

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

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

NOTE 8. RETIREMENT PLAN

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

NOTE 9. CONCENTRATION OF RISK

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

NOTE 10. CONCENTRATION OF CREDIT RISK

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

NOTE 11. CONTINGENCIES

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

SUPPLEMENTARY INFORMATION

(See Independent Auditors' Report)

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

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				
Child and Adult Care Food Program	10 558	State of New Hampshire Department of Education	4300-ZZZ	\$ 137,773
Summer Food Service Program for Children	10 559	State of New Hampshire Department of Education	4300-ZZZ	61,071
Emergency Food Assistance Program (Food Commodities)	10 569	Bekinsap-Merrimack Community Action Partnership	Unknown	136,081
Total U.S. Department of Agriculture				\$ 334,925
U.S. Department of Housing and Urban Development				
Supportive Housing for the Elderly	14 157	New Hampshire Housing Authority	Unknown	\$ 24,336
Community Development Block Grants / Entitlement Grants	14 218	City of Dover, New Hampshire	Unknown	4,115
Community Development Block Grants / Entitlement Grants	14 219	City of Rochester, New Hampshire	Unknown	47,878
Emergency Solutions Grant Program	14 231	State of New Hampshire Department of Health and Human Services	102-500731	163,145
Supportive Housing Program	14 235	State of New Hampshire Department of Health and Human Services	010-092-7178-102-0415	43,037
Supportive Housing Program	14 235	Community Partners / Behavioral Health / Services	Unknown	24,643
Total U.S. Department of Housing and Urban Development				\$ 307,154
U.S. Department of Labor				
WIA Cluster				
WIA Adult Program	17 258	Southern New Hampshire Services, Inc	1018853	\$ 79,076
WIA Dislocated Worker Formula Grants	17 278	Southern New Hampshire Services, Inc	1018853	73,226
Total U.S. Department of Labor/WIA Cluster				\$ 152,602
U.S. Department of Transportation				
Enhanced Mobility of Seniors and Individuals with Disabilities	20 513	State of New Hampshire Department of Transportation	512-500352	\$ 42,613
Total U.S. Department of Transportation				\$ 42,613
U.S. Department of Energy				
Weatherization Assistance for Low-Income Persons	61 042	State of New Hampshire Governor's Office of Energy & Community Services	01-02-02-024010-7706-074-500587	\$ 159,298
Total U.S. Department of Energy				\$ 159,298
U.S. Department of Education				
Twenty-first Century Community Learning Centers	84 287	State of New Hampshire Department of Education	Unknown	\$ 127,160
Total U.S. Department of Education				\$ 127,160
U.S. Department of Health & Human Services				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers				
Drug-Free Communities Support Program Grants	93 044	State of New Hampshire Division of Elderly and Adult Services	010-048-7872-612-0352	\$ 2,520
Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program	93 276	N/A		9,900
Childhood Home Visiting Program	93 505	State of New Hampshire Department of Health and Human Services, DPH, BPHCS, Maternal & Health Section	05-95-90-902010-5896	158,863
Promoting Safe and Stable Families	93 550	State of New Hampshire, DHHS, Division for Children, Youth and Families	102-500734	18,516
Temporary Assistance for Needy Families	93 558	State of New Hampshire, DHHS, Division for Children, Youth and Families	502-500891	32,839
Temporary Assistance for Needy Families	93 558	Southern New Hampshire Services, Inc	010-045-6146-090-0415, 1024239	134,955
Low-Income Home Energy Assistance	93 568	State of New Hampshire Governor's Office of Energy & Planning	01-02-02-024010-77050000-074-500567	2,027,009
Community Services Block Grant	93 569	State of New Hampshire, DHHS, DPA	010-045-7148-083-0415	439,170
Head Start	93 600	N/A		2,852,689
Stephanie Tubbs Jones Child Welfare Program	93 645	State of New Hampshire, DHHS, Division for Children, Youth and Families	102-500734	737
Social Services Block Grant	93 667	State of New Hampshire, DHHS, Division for Children, Youth and Families	102-500734	59,830
State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke (PPHF)	93 757	State of New Hampshire, Keene State College, DHHS, Center for Disease Control & Prevention, NH Division of Public Health Services	Unknown	3,000
Maternal and Child Health Services Block Grant to the States	93 994	State of New Hampshire, DHHS, Division for Children, Youth and Families	102-500731	4,993
Total U.S. Department of Health & Human Services				\$ 5,755,093
TOTAL				\$ 6,879,745

See Notes to Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

NOTE 1 BASIS OF PRESENTATION

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

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3 FOOD DONATION

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

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

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

Note:

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

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

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

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

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

*Leane McDonnell Roberts,
Professional Association*

June 1, 2016
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

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

Report on Compliance for Each Major Federal Program

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

Management's Responsibility

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

Auditors' Responsibility

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

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Partnership of 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, 2015.

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.

June 1, 2016
Wolfeboro, New Hampshire

*Leone, McDonnell & Roberts,
Professional Association*

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

A. SUMMARY OF AUDITORS' RESULTS

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

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

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

None

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

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

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	6years	Investment Audit
Jason Shute	Early Childhood Education Expert	2017 1 nd term	3 years	Audit Governance

Community Action Partnership of Strafford County Board of Directors

Marci Theriault	Consumer	2018 1 st term	2 years	
Alison Dorow	Elected- Tom Velardi, County Attorney	2019 1 st term	1 year	
Robin Goode	Policy Council Liaison	2019 1 st 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.

Community Action Partnership of Strafford County

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lauren Berman	Housing Stability Manager	\$ 50,000	50%	\$25,000



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	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 Fontineau, 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

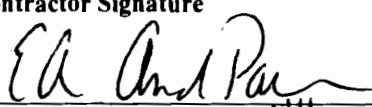
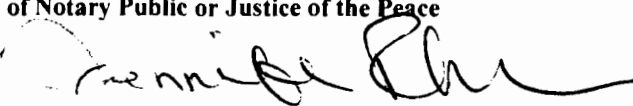
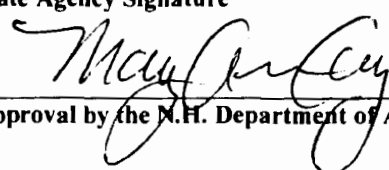
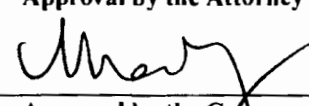
Subject: State Grant-In-Aid Funds Program

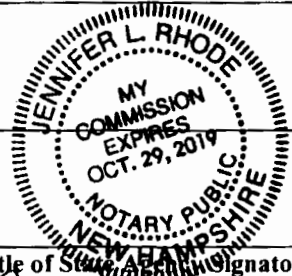
AGREEMENT

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 Betsey 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.

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: EAP
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.

EAP
6/26/15



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.

EAP
6/26/15



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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6/26/15



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 \$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

- 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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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



- 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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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

EA and Pam
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-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

Ea And Pa
Name: Betsy Andrews 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:

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

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

Contractor Initials EAP



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

Ed A. Pa
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.

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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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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 (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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6/26/15



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

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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.

NH DHHHS
The State

Betsy Andrews Parker
Name of the Contractor

[Signature]
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

Mary Ann Cooney
Name of Authorized Representative

Community Action Partnership of Strafford County
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Executive Director
Title of Authorized Representative

7/17/15
Date

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

EAC Pa
Name: Betsy Andrews Parker
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: 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: _____

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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

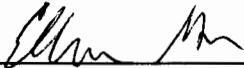
NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

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. Gade
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;

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

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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.

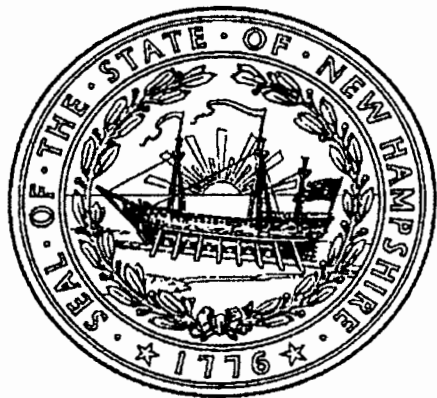
State of New Hampshire

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

Business Information

Business Details

Business Name:	CONCORD COALITION TO END HOMELESSNESS	Business ID:	598764
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	06/27/2008	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	06/27/2008		
Principal Office Address:	PO Box 3933, Concord, NH, 03302 - 3933, USA	Mailing Address:	PO Box 3933, Concord, NH, 03302 - 3933, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / create an active coalition to end homelessness in Concord NH	

Page 1 of 1, records 1 to 1 of 1

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of the Concord Coalition to End Homelessness (CCEH)
(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 11 day of May, 2017.
(Date Contract Signed)

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

of the Agency.

Ellen H. Fries
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 11th day of May, 2017.

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

Lorinda B. Gilbert
(Notary Public Justice of the Peace)

Commission Expires: 12-7-21





TOEN000001

SLAMERE

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
11/14/2016

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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: Stephanie Lamere, CIC PHONE (A/C No, Ext): (603) 715-9740 E-MAIL ADDRESS: slamere@davistowle.com 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

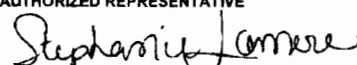
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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		PHPK1514050	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE <input type="checkbox"/> LOC OTHER:					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	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					
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				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 Dept of Health & Human Services 129 Pleasant St Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2017

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

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

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	
INSURED CONCORD COALITION TO END HOMELESSNESS PO BOX 3933 CONCORD, NH 03302		INSURER(S) AFFORDING COVERAGE INSURER A : THE PHOENIX INSURANCE COMPANY INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 092331357531031 **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	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
	<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)	\$
	<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	\$
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-17	02/24/2017	02/24/2018	<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)

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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Concord Coalition to End Homelessness

P.O. Box 3933, Concord, NH 03302-3933
(603) 290-3375
www.concordhomeless.org

Ellen G. Groh
Executive Director
ellen@concordhomeless.org

Board of Directors

Ellen H. Fries
Chair

Michael LaFontaine
Vice Chair

David Keller
Secretary

John Jauhola-Straight
Acting Treasurer

Maggie Fogarty
At Large

Dominic Geffken

Lorinda Gilbert

William Gunn

Michael Leuchtenberger
joanne.st.hilaire

May 15, 2017

Ms. Ami Carvotta
Contracts Specialist
Contracts and Procurement Unit
State of New Hampshire
Department of Health and Human Services
Brown Building
129 Pleasant Street
Concord, NH 03301

Re: Certificate of Authenticity of Financial Statements

Dear Ms. Carvotta,

I am writing on behalf of the Concord Coalition to End Homelessness in response to the 1st Amendment to the State Grant in Aid-In-Aid (SGIA) funds dated the 21st day of March, 2017, and Section 7.2.3.2 of RFP #16-DHHS-OHS-BHHS-02 regarding the financial statements included in this Proposal.

The Concord Coalition to End Homelessness has not been required by state or federal statute to obtain a certification of audit of its financial statements and elects not to obtain such certification of audit. In lieu of this, please see:

1. End of year financial statements for years ending June 2016 and June 2015;
2. IRS 990EZ (for FY 2015) and 990 (for FY 2016) forms for the corresponding years.

On behalf of the Concord Coalition to End Homelessness, I attest that the financial statements and IRS 990EZ and 990 forms are correct in all material respects

Sincerely,

John Jauhola-Straight, Acting Treasurer
Board of Directors

Concord Coalition to End Homelessness is a 501(c) (3) charitable organization working to eliminate the causes of homelessness in the greater Concord, New Hampshire, community through a coordinated, committed, and active effort of our many stakeholders.

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		
Investment income		
Capital gain / loss		
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		
Net Asset / Fund Balance at End of Year		<u><u>126,774</u></u>

Reconciliation of Revenue

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

Reconciliation of Expenses

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

	Beginning	Ending	Differences
Assets	<u>85,238</u>	<u>131,608</u>	
Liabilities		<u>4,834</u>	
Net assets	<u>85,238</u>	<u>126,774</u>	<u>41,536</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 20 16

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**

Department of the Treasury
Internal Revenue Service

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 style="text-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 style="text-align: center;">26-3933990</p>	
	E Telephone number <p style="text-align: center;">603-290-3375</p>		
	F Name and address of principal officer: <p style="text-align: center;">TRACY SCAVARELLI</p>		G Gross receipts\$ 260,211
	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)		
	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 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: M State of legal domicile:	

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: <p style="text-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 80,994	Current Year 219,822
	9 Program service revenue (Part VIII, line 2g)	11,921	0
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		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)		0
	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) 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 85,238	End of Year 131,608
	21 Total liabilities (Part X, line 26)	0	4,834
	22 Net assets or fund balances. Subtract line 21 from line 20	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 style="text-align: center;">TRACY SCAVARELLI</p> Type or print name and title	Date <p style="text-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

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:

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
4b	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).		
7a	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?		
7b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
7c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
7d	If "Yes," indicate the number of Forms 8282 filed during the year		
7e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
7f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
7g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
7h	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.		
9a	Did the sponsoring organization make any taxable distributions under section 4966?		
9b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
10a	Initiation fees and capital contributions included on Part VIII, line 12		
10b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
11	Section 501(c)(12) organizations. Enter:		
11a	Gross income from members or shareholders		
11b	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?		
12b	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.		
13a	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.		
13b	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		
13c	Enter the amount of reserves on hand		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
14b	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.		
	1a 11		
b	Enter the number of voting members included in line 1a, above, who are independent		
	1b 11		
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
b	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:		
a	The governing body?	X	
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
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?	X	
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	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	X	
12c		X	
13	Did the organization have a written whistleblower policy?	X	
14	Did the organization have a written document retention and destruction policy?		X
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		X
b	Other officers or key employees of the organization		X
	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?		X
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: **▶**

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	4,834
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	126,774
	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)

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

Department of the Treasury
Internal Revenue Service

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.		
3b	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.		
3c	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.		
4b	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.		
4c	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).		
5b	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?		
5c	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 .		
9b	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 .		
9c	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.		
10b	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

- Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions):
 - The organization satisfied the Activities Test. Complete line 2 below.
 - The organization is the parent of each of its supported organizations. Complete line 3 below.
 - 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	Employer identification number
CONCORD COALITION TO END HOMELESSNE	26-3933990

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 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
--	---

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.

OMB No. 1545-0047

2015

Open to Public Inspection

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

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 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include total number at end of year, aggregate values, and questions about donor advised funds.

Part II Conservation Easements.

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

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include purpose of conservation easements, total number, acreage, and monitoring expenses.

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 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include questions about reporting art and historical treasures.

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:

- c Beginning balance
- d Additions during the year
- e Distributions during the year
- f Ending balance

	Amount
1c
1d
1e
1f

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)	<input type="checkbox"/>	<input type="checkbox"/>
3a(ii)	<input type="checkbox"/>	<input type="checkbox"/>
3b	<input type="checkbox"/>	<input type="checkbox"/>

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)**

Supplemental Information Regarding Fundraising or Gaming Activities

OMB No. 1545-0047

2015

Department of the Treasury
Internal Revenue Service

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.

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 <u>SOUPERFEST</u> (event type)	(b) Event #2 _____ (event type)	(c) Other events <u>NONE</u> (total number)	(d) Total events (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)				7,844
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-EZ

Complete 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**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ Attach to your tax return.

▶ Information about Form 4562 and its separate instructions is at www.irs.gov/form4562.

OMB No. 1545-0172

2015

Attachment Sequence No. **179**

Name(s) shown on return

CONCORD COALITION TO END HOMELESSNE

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	\$ 219,822

Schedule A, Part II, Line 12

Description	Amount
MISCELLANEOUS INCOME	\$ 905
SOUPERFEST	35,880
OTHER	3,604
TOTAL	\$ 40,389

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

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

CONTRACTOR NAME: Concord Coalition to End Homelessness

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cynthia McGahan	Housing Stability Specialist	\$37,440	100%	\$37,444
		(\$18 per hr)		



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.

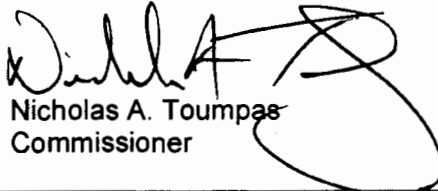
Area Served: Statewide

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

Blidder 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 Fortneau, 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

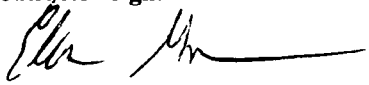
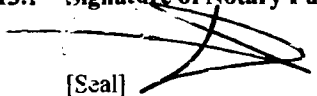
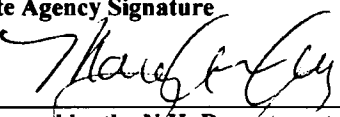
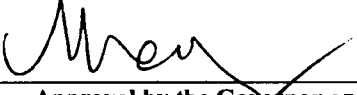
Subject: State Grant-In-Aid Funds Program

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 Grub, Executive Director Concord Coalition to End Homelessness	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>7/15</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 5, 2019			
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: CP
Date: 7/11/15

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.



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.

ES
7/1/15



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;

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.



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.

Ely
7/1/15



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



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 Groh
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: Concord Coalition to End Homelessness

7/1/15
Date

Ellen Gosh
Name: Ellen Gosh
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

EB

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

[Signature]
Name: Ellen Gray
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 Gran
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

[Signature]
Signature of Authorized Representative

MARY ANN COONEY
Name of Authorized Representative

ASSOCIATE COMMISSIONER
Title of Authorized Representative

7/15/15
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

7/1/15
Date

[Signature]
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: _____



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

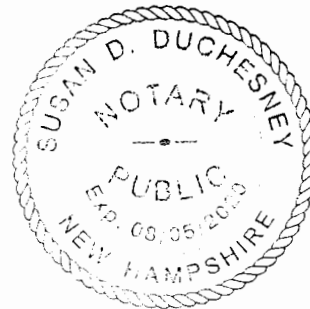
Acknowledgement of Contractor's signature:

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

Date 5/30/17

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 \$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.

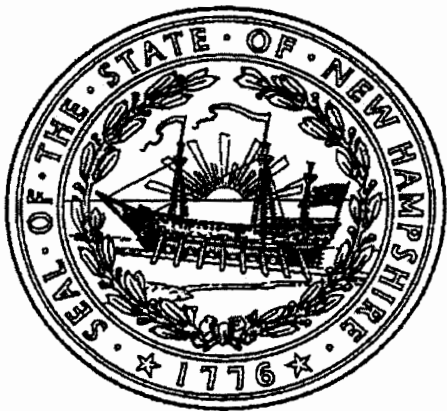
State of New Hampshire

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

Business Information

Business Details

Business Name:	CROSS ROADS HOUSE, INC.	Business ID:	62166
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	03/24/1982	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	03/24/1982		
Principal Office Address:	600 Lafayette Road, Portsmouth, NH, 03801, USA	Mailing Address:	600 Lafayette Road, Portsmouth, NH, 03801, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2005
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PROVIDE SAFE/SUPPORTIVE EMERGENCY/TRANS. SHELTER TO HOMELES INDIVIDUALS/FAMILIES	

Page 1 of 1, records 1 to 1 of 1

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 4/26/17:
(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 15th day of May, 2017.
(Date Contract Signed)

4. Martha Stone is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Suzanne Bresette
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rochester

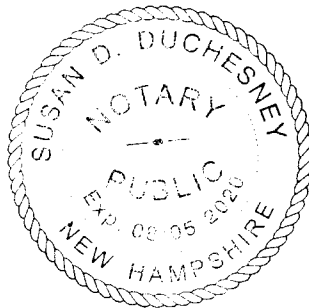
The forgoing instrument was acknowledged before me this 15 day of May, 2017.

By SUZANNE BRESSETTE
(Name of Elected Officer of the Agency)

Susan D. Drury
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 8/2020





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/23/2017

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

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

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:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Cross Roads House, Inc 600 Lafayette Rd. Portsmouth NH 03801-5435	INSURER A : Philadelphia Indemnity Insurance Co.	NAIC # 18058
	INSURER B : FirstComp Insurance Company	27626
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 34357963

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 OTHER:		PHPK1420703	1/10/2017	1/10/2018	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 <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		PHPK1420703	1/10/2017	1/10/2018	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB521773	1/10/2017	1/10/2018	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	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A	WC0102840-07	1/10/2017	1/10/2018	<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	Human Services Professional Liab		PHPK1420703	1/10/2017	1/10/2018	\$1,000,000 Each Incident \$3,000,000 Aggregate

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, 2015
with Summarized Financial Information
for the Year Ended June 30, 2014

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Statement of Functional Expenses	4
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Sanders & Karcher
Certified Public Accountants

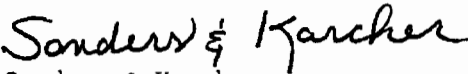
INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Cross Roads House, Inc.

We have audited the accompanying statements of financial position of Cross Roads House, Inc. (a nonprofit organization) as of June 30, 2015 and the related statements of activities, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based upon our audit. The June 30, 2014 financial statements were audited by us and in our report, dated September 29, 2014, we expressed an unqualified opinion on those financial statements.

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 includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cross Roads House, Inc. as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.


Sanders & Karcher

September 2, 2015

CROSS ROADS HOUSE, INC.
STATEMENTS OF FINANCIAL POSITION
June 30,

	2015	2014
ASSETS		
CURRENT ASSETS		
Cash	\$ 233,615	\$ 263,331
Grants receivable	107,994	28,966
Unconditional promises to give	49,525	202,900
Prepaid expenses	22,250	43,896
Total current assets	413,384	539,093
PROPERTY & EQUIPMENT, net of accumulated depreciation of \$1,072,389 & \$922,317, respectively	4,831,739	4,956,445
OTHER ASSETS		
Closing costs, net of accumulated amortization of \$846 & \$620, respectively	507	733
Unconditional promises to give, long-term	193,791	97,290
Cash and marketable securities, long-term reserve	554,014	455,228
Beneficial interest in assets held by others	130,607	134,447
Cash and cash equivalents, operating reserve	116,798	180,756
Total other assets	995,717	868,454
TOTAL ASSETS	\$ 6,240,840	\$ 6,363,992
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 15,499	\$ 19,118
Deferred income	7,500	8,400
Long-term debt, current portion	13,403	12,980
Accrued payroll items	31,351	39,863
Total current liabilities	67,753	80,361
LONG-TERM DEBT, net of current portion	225,848	239,122
Total liabilities	293,601	319,483
NET ASSETS		
Unrestricted		
Designated	670,812	635,984
Undesignated	4,927,030	5,005,788
Temporarily restricted	218,790	268,290
Permanently restricted	130,607	134,447
Total net assets	5,947,239	6,044,509
TOTAL LIABILITIES AND NET ASSETS	\$ 6,240,840	\$ 6,363,992

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

CROSS ROADS HOUSE, INC.
STATEMENTS OF ACTIVITIES
Years ended June 30,

	2015	2014
PUBLIC SUPPORT AND REVENUES:		
PUBLIC SUPPORT		
Government grants	\$ 272,776	\$ 251,767
Donations	518,425	421,012
Other income	-	4,838
Fund raising, net of direct expenses of \$45,159 and \$33,822, respectively	<u>257,010</u>	<u>299,978</u>
Total public support	<u>1,048,211</u>	<u>977,595</u>
REVENUES		
Use of facilities	6,200	5,600
Investment return	<u>12,553</u>	<u>43,739</u>
Total revenues	<u>18,753</u>	<u>49,339</u>
Total public support and revenues	<u>1,066,964</u>	<u>1,026,934</u>
EXPENSES		
Program services	759,542	654,042
General and administrative	169,665	185,554
Fundraising	<u>80,889</u>	<u>111,189</u>
Total expenses	<u>1,010,096</u>	<u>950,785</u>
INCREASE IN OPERATING NET ASSETS BEFORE DEPRECIATION	56,868	76,149
Less depreciation	150,298	150,577
DECREASE IN OPERATING NET ASSETS	(<u>93,430</u>)	(<u>74,428</u>)
BUILDING SUPPORT, net of change in discount	<u>49,500</u>	(<u>7,450</u>)
DECREASE IN UNRESTRICTED NET ASSETS	(43,930)	(81,878)
TEMPORARILY RESTRICTED NET ASSETS		
Public support	188,454	267,370
Restrictions satisfied by use	(<u>237,954</u>)	(<u>259,920</u>)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	(49,500)	7,450
PERMANENTLY RESTRICTED ASSETS		
Investment revenue, net of fees	1,215	16,582
Distributions	(<u>5,055</u>)	(<u>4,643</u>)
INCREASE (DECREASE) IN PERMANENTLY RESTRICTED NET ASSETS	(<u>3,840</u>)	<u>11,939</u>
DECREASE IN NET ASSETS	(97,270)	(62,489)
NET ASSETS, Beginning of year	<u>6,044,509</u>	<u>6,106,998</u>
NET ASSETS, End of year	\$ <u>5,947,239</u>	\$ <u>6,044,509</u>

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

CROSS ROADS HOUSE, INC.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30,

	2015		2014	
	Program Services	General and Admin	Fund- Raising	Total
Management salaries	\$ 39,000	\$ 94,144	\$ 22,748	\$ 155,892
Salaries and wages	414,282	14,912	31,905	461,099
Employee benefits	46,748	21,382	7,115	75,245
Payroll taxes	34,365	8,447	4,233	47,045
Professional fees	-	14,615	769	15,384
Investment fees	42	755	42	839
Advertising and promotion	-	-	3,605	3,605
Office and administration	26,749	1,374	1,373	29,496
Heat	20,971	1,165	1,165	23,301
Electricity	25,678	1,427	1,427	28,532
Water and sewer	23,911	1,328	1,328	26,567
Repairs and maintenance	55,232	3,068	3,068	61,368
Interest	8,363	465	465	9,293
Insurance	25,237	1,402	1,402	28,041
Food	24,496	-	-	24,496
Direct services	8,760	-	-	8,760
Telephone	4,389	244	244	4,877
Volunteer development	-	3,618	-	3,618
Staff and program development	1,319	1,319	-	2,638
TOTALS BEFORE DEPRECIATION	759,542	169,665	80,889	1,010,096
Depreciation	135,236	7,644	7,418	150,298
TOTALS	\$ 894,778	\$ 177,309	\$ 88,307	\$ 1,160,394
				\$ 1,101,362

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

CROSS ROADS HOUSE, INC.
STATEMENTS OF CASH FLOWS
Years Ended June 30,

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from support	\$ 994,169	\$ 930,328
Interest and dividends received	14,986	13,291
Cash received from use of facilities	6,200	5,600
Cash paid to employees and suppliers	(991,288)	(957,871)
Interest paid	(9,293)	(9,956)
Net cash provided (used) by operating activities	<u>14,774</u>	<u>(18,608)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Net unrealized investment gain (loss)	(6,273)	42,387
Cash paid for property and equipment	(25,366)	(3,462)
Net cash provided (used) by investing activities	<u>(31,639)</u>	<u>38,925</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Cash paid for debt reduction	(12,851)	(9,847)
Net increase (decrease) in cash	(29,716)	10,470
Cash at beginning of year	<u>263,331</u>	<u>252,861</u>
CASH AT END OF YEAR	\$ <u>233,615</u>	\$ <u>263,331</u>
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Decrease in net assets	\$ (97,270)	\$ (62,489)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Net unrealized investment (gain) loss	6,273	(42,387)
Depreciation expense	150,072	150,352
Amortization expense	226	225
(Increase) decrease in:		
Grants receivable	(79,028)	(398)
Unconditional promises to give	56,874	22,275
Prepaid expenses	21,646	(14,090)
Beneficial interest in assets held by others	3,840	(11,939)
Cash and securities, operating reserve	63,958	(27,233)
Marketable securities, long-term reserve	(98,786)	(38,372)
Increase (decrease) in:		
Accounts payable	(3,619)	(3,425)
Deferred income	(900)	8,400
Accrued payroll items	(8,512)	473
Total adjustments	<u>112,044</u>	<u>43,881</u>
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	\$ <u>14,774</u>	\$ (<u>18,608</u>)

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

CROSS ROADS HOUSE, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2015

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 \$249,720 and \$180,756 as of June 30, 2015 and 2014.

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, 2015 and 2014 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)
 For the Year Ended June 30, 2015

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Subsequent Events

Subsequent events have been evaluated through September 2, 2015, the date the financial statements were available to be issued. One of the buildings has experienced some water damage. It has been determined that Cross Roads House is responsible for approximately one-third of the damage which amounts to \$20,000. The building contractor is responsible for the remainder of the repairs required.

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, 2015 and 2014, management considers all pledges to be fully collectible.

Unconditional promises to give consisted of the following as of June 30,

	2015	2014
Capital campaign	\$ 221,000	\$ 271,000
Wentworth Gala event	24,525	31,900
TOTALS	\$ <u>245,525</u>	\$ <u>302,900</u>

The fair value of promises to give that are due in more than one year is estimated by discounting the future cash flows using a current risk free rate of return based on the yield of a U.S. Treasury security with a maturity date similar to the expected collection period.

As of June 30, 2015, amounts were due in:

Less than one year	\$ 49,525
One to five years	196,000
Less discount to net present value	2,209
TOTAL	\$ <u>243,316</u>

CROSS ROADS HOUSE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2015

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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.

Investments at fair value as of June 30, 2015, consisted of the following:

Cash & equivalents	\$ 249,720
Domestic equities	221,592
Domestic fixed income	156,809
International fixed income	<u>42,691</u>
TOTALS	\$ <u>670,812</u>

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, 2015 consisted of the following:

Land and improvements	\$ 217,266
Buildings and improvements	5,595,949
Furniture and equipment	<u>90,913</u>
Total property and equipment	5,904,128
Less accumulated depreciation	<u>1,072,389</u>
Property and equipment, net	\$ <u>4,831,739</u>

CROSS ROADS HOUSE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2015

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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, 2015 and 2014, 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,

	2015	2014
Marketable securities	\$ 28,213	\$ 27,341

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.

Investment Valuation and Income Recognition

The Organization's investments as of June 30, 2015 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, 2015, investments have a market value of \$670,812, cost basis of \$669,030 and unrealized gains of \$1,782.

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.

CROSS ROADS HOUSE, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Year Ended June 30, 2015

NOTE B - BENEFICIAL INTEREST IN ASSETS HELD BY OTHERS (continued)

Activity in this endowment fund consisted of the following for the years ended June 30,

	<u>2015</u>	<u>2014</u>
Beginning, fair value, 7/1	\$ 134,447	\$ 122,508
Total return	2,054	17,386
Foundation fee	(839)	(804)
Distributions	(5,055)	(4,643)
Ending, fair value, 6/30	\$ <u>130,607</u>	\$ <u>134,447</u>

Distributions represent amounts distributed to Cross Roads House and are shown as unrestricted dividends.

NOTE C - ACCRUED PAYROLL ITEMS

Accrued payroll items consisted of the following as of the years ended June 30,

	<u>2015</u>	<u>2014</u>
Payroll and payroll taxes	\$ 6,047	\$ 18,616
Earned time	<u>25,304</u>	<u>21,247</u>
Totals	\$ <u>31,351</u>	\$ <u>39,863</u>

NOTE D - 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,

	<u>2015</u>	<u>2014</u>
Long-term reserve	\$ 554,014	\$ 455,228
Operating reserve	<u>116,798</u>	<u>180,756</u>
Totals	\$ <u>670,812</u>	\$ <u>635,984</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 E - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets of \$218,790 and \$268,290 are available for the capital campaign for the years ended June 30, 2015 and 2014, respectively.

CROSS ROADS HOUSE, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Year Ended June 30, 2015

NOTE F - CONCENTRATION OF CREDIT RISK

As of June 30, 2015 and 2014, 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 \$8,027 and \$23,245, 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, 2015 and 2014.

Cross Roads House derived approximately twenty-five per cent of its operating revenue from government agencies.

NOTE G - 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.

A discrimination claim was filed in February 2014 with the New Hampshire Commission for Human Rights by a former resident. All charges have been denied and management maintains that the allegations are without merit. There has been no action relative to this claim during the year ending June 30, 2015.

NOTE H - 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.	\$ 8,497	\$ 208,325	\$ 216,822
Note payable, NH Community Development Authority, monthly payment is \$443, 2.00% interest; secured by property; note matures November 2019.	4,906	17,523	22,429
Total long-term debt	\$ 13,403	\$ 225,848	\$ 239,251

Future principal loan payments are as follows for the years ended,

June 30,	2016.	\$ 13,403
	2017.	13,842
	2018.	14,294
	2019.	14,764
	2020.	12,189
	Thereafter. . .	170,758

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 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 \$5 million 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

5/14-present **Balance of State Continuum of Care, Executive Committee**, 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

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.

2005-2014: Actor (and joined 2015 Board of Directors)

Little Church Theatre Holderness, NH

1985-1992: Board Member Weathervane Theatre Whitefield, NH

2009-2010: Washington State Coalition for Homeless: Workshop (2-hour) Presenter

-Original Workshop two years-in-a-row "Hospitality, Humor, and Homelessness"

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.

Education	University of Oregon	Business/ Psychology	1979-1981
	Portland State University	Business/ Marketing	1978, 2010
	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 (27) and Darcy (25).

Both Andrew (Masters in English and Professor teaching UNH English) & Darcy (Kindergarten teacher full time) are now successful and thriving in Life.

Susan Darling Duchesney

Experience 2002-Current

Finance Director **Cross Roads 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
M.S. in Accounting

1990 McIntosh College
A.A. in Accounting (3.9 average)

1973-1975 University of NH,
graduate work in business administration

1964 University of NH
B.A in History cum laude

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

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

February 1997 to January 2014
October 2008 to January 2014

Program Leadership and Supervision

- 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 May 2015

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

Cross Roads House, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Martha Stone	Executive Director	85,000	0	0
Susan Duchesney	Finance Director	37,500	0	0
Sandra Beaudry	Program Director	61,800	0	0
Dan Mitchell	Operations Director	45,520	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

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.

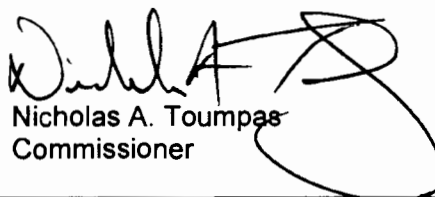
Area Served: Statewide

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 **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	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.




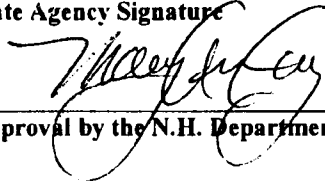
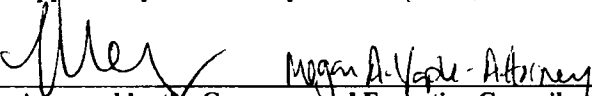
Reviewer Names

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, NOTARY			
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. Vande - 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: 6/30/15

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.



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.

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;



- 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 \$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



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



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 House, 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

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

Contractor Initials

MR

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

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

Contractor Initials MS

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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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.



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

Cross Roads Home, Inc.
Name of the Contractor

Mary Ann Conroy
Signature of Authorized Representative

Martha Stone
Signature of Authorized Representative

Mary Ann Conroy
Name of Authorized Representative

Martha Stone
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Executive Director
Title of Authorized Representative

7/17/15
Date

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



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: _____

MS
6/30/15

**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.

Handwritten initials "MB" in black ink.



**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

AB



Exhibit B – Amendment #1

guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.

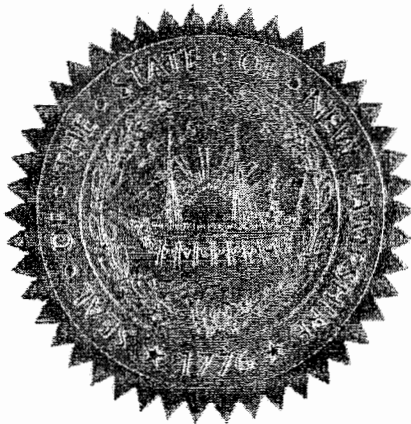
- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program 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.

Handwritten initials in black ink, appearing to be 'MB'.

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

Business Information

Business Details

Business Name:	FAMILIES IN TRANSITION	Business ID:	207982
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	05/13/1994	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	05/13/1994		
Principal Office Address:	122 MARKET ST, MANCHESTER, NH, 03101, USA	Mailing Address:	122 Market St, Manchester, NH, 03101, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	603-641-6685
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Health Care and Social Assistance	Other Individual and Family Services
2	OTHER / HOUSING AND SUPPORT SERVICES FOR HOMELESS FAMILIES	

Page 1 of 1, records 1 to 2 of 2

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 May 11, 2017:
(Date)

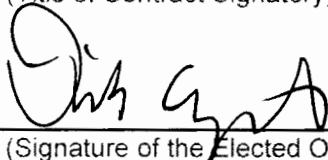
RESOLVED: That the President
(Title of Contract Signatory)

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 11 day of May, 2017.
(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 11 day of May, 2017.

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

SLAMERE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2017

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

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

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Stephanie Lamere, CIC
	PHONE (A/C, No, Ext): (603) 715-9740 FAX (A/C, No): (603) 225-7935 E-MAIL ADDRESS: slamere@davistowle.com
INSURED Families in Transition, Inc. 122 Market St Manchester, NH 03101	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Philadelphia Insurance Company 23850
	INSURER B: Wesco Insurance Company
	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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			PHPK1591984	01/01/2017	01/01/2018	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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1591987	01/01/2017	01/01/2018	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB567749	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3243601	01/01/2017	01/01/2018	<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)
 Workers Compensation
 3A State: NH

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 <i>Stephanie Lamere</i>
--	---

Families in Transition

122 Market Street

Manchester, NH 03101

Tel. 603-641-9441

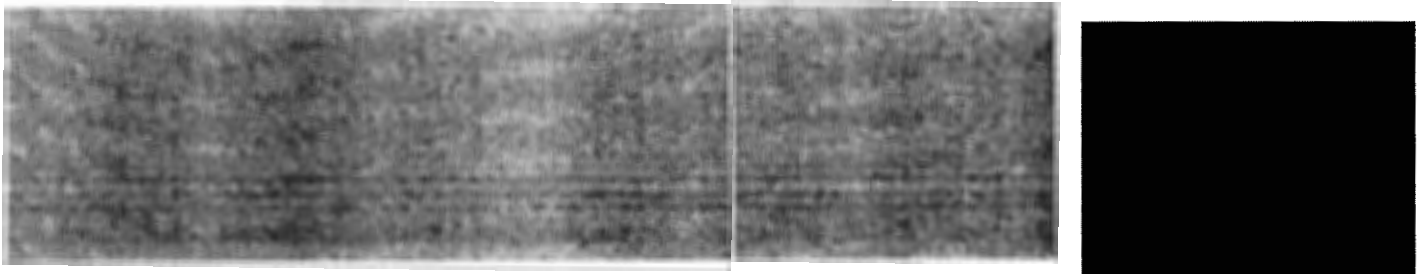
Fax. 603-641-1244



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.



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	7,300	-	7,300	-	7,300	50,000
Change in net assets	(523,507)	-	(523,507)	(191,210)	(714,717)	392,698
Change in net assets attributable to noncontrolling interest in subsidiaries	440,229	(440,229)	-	-	-	-
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>	996,035
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 Operating	Limited Partnerships	Housing Benefits	Family Out/FITers	Manchester Emergency Housing	Families in Transition Temporarily Restricted	Eliminations	Total
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	5,078	23,829	13,888	-	-	-	-	42,795
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	-	54,683	61,963	-	-	-	-	116,646
Total assets	\$ 9,705,089	\$ 13,786,326	\$ 10,024,090	\$ 341,790	\$ 9,320	\$ 414,972	\$ (4,642,749)	\$ 29,638,838

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	5,479	26,001	16,626	-	-	-	-	48,106
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	2,147,604	6,140,122	4,246,646	23,029	-	-	(1,725,799)	10,831,602
Total liabilities	2,556,820	7,175,289	5,041,325	175,456	26,264	-	(3,422,351)	11,552,803
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	-	4,808,111	-	-	-	-	-	4,808,111
Total unrestricted	7,148,269	6,611,037	4,982,765	166,334	(16,944)	-	(1,220,398)	17,671,063
Temporarily restricted	-	-	-	-	-	414,972	-	414,972
Total net assets	7,148,269	6,611,037	4,982,765	166,334	(16,944)	414,972	(1,220,398)	18,086,035
Total liabilities and net assets	\$ 9,705,089	\$ 13,786,326	\$ 10,024,090	\$ 341,790	\$ 9,320	\$ 414,972	\$ (4,642,749)	\$ 29,638,838

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2016

	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family Outfitters	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							Management and General	Eliminations	Total
	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family Out/FITs	Manchester Emergency Housing	Fundraising				
Salaries and benefits	\$ 1,185,707	\$ -	\$ 323,031	\$ 362,595	\$ 98,023	\$ 225,084	\$ 180,379	\$ -	\$ 2,374,819	
Salaries and wages	108,661	-	47,908	40,273	5,337	20,492	16,380	-	239,051	
Employee benefits	89,466	-	22,480	27,257	7,328	16,873	13,487	-	176,891	
Payroll taxes										
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	1,419	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	-	-	16,444	(378,802)	-	
Rent	-	-	-	62,696	-	-	-	(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:

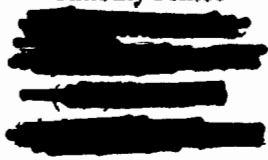
- Lazarus House Transitional Housing Advisory Council, Lawrence, MA, 2004 - Present.
- Board of Directors of the NH Coalition to End Homelessness, 12/00 - 2002.

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



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 hydrostat 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.
 Receiving Associate, Walmart- Dunnellon, FL
 Service Facility Worker Greater Manchester Mental Health, Manchester NH
 Maintenance Manager/Assistant Manager, Silver Sands RV Resort Chester, NH

2008 - Present
 2007-2008
 2004-2006
 1991-2003

Nancy Desharnais



Objective: A position that incorporates my education and volunteer experiences with the opportunity for growth.

Employment:

Housing Benefits **Manchester, New Hampshire**
Property Administrator August 2014 - Present

- Responsible for 160 units in Manchester, Concord, and Dover, New Hampshire

Families in Transition **Manchester, New Hampshire**
Property Administrator 2005-2014

- Responsible for 160 units in Manchester, Concord, and Dover, New Hampshire

Mental Health Center of Greater Manchester
Cypress Center Counselor 1999-2005

- Provide 1:1 counseling
- Facilitate group therapy
- Work with cohesive team of nurses and psychiatrists to provide treatment planning for clients

Education: **New Hampshire College**
1999 Bachelor of Arts, Psychology, *Magna Cum Laude*

Trainings: LIHTC
HUD
Fair Housing
EIV
Landlord and Tenant Law
Certificate in Domestic Violence and Sexual Abuse- YMCA
Dialectical Behavioral Therapy (DBT)
Prochaska

Certifications: Certified Occupancy Specialist- 2008
Certified C3P-2006
Notary Public

References available upon request

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.

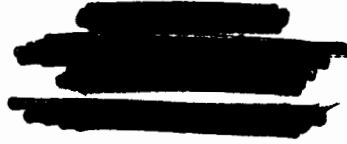
EMPLOYMENT HISTORY**FAMILIES IN TRANSITION - Manchester, NH****Senior Manager of Housing Programs, October, 2016 - Present****GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND - Concord, NH****Senior Program Manager/Community Outreach Coordinator, 2010- October, 2016****EVERYDAY ERRANDS - Concord, NH****Owner/Operator, 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.

Education	Plymouth State University, Plymouth, New Hampshire Bachelor of Social Work Graduate with concentration in Child and Family Services	May 2015
Social Work Related Experience	Coordinated Entry Specialist Families in Transition Manchester, NH 03101	October 2016 - Present
	Child Protective Service Worker (CPSW I) Division for Children, Youth and Families Southern District Office – Nashua, New Hampshire	December 2015 - October 2016
Work History	Child Protective Service Worker Division for Children, Youth & Families, Nashua, NH	December 2015 - October 2016
	<ul style="list-style-type: none">• Establishes and develops relationships with children and their families to assess and secure immediate safety of the child and prevent further abuse/neglect.• Conducts basic interviews of the victim and perpetrator in the report within prescribed time frames according to the risk to the child and validity of the report. Evaluates the risk to the child to remain in the home and recommends course of action under the direction of the supervisor.• Makes reasonable efforts to maintain the child in the family by preparing a safety plan with the family to remedy the abusive/neglectful situation.• Arranges for in-home services to families when it is determined the abuse or neglect allegations are founded and the child can remain safely in the home with agreement by the family that they will cooperate with a case plan.• Develops a case record and completes all required documentation which includes the safety plan, court reports and all necessary Bridges documentation of case related activities, all under the direction of and review by the supervisor.	
	Coordinated Entry Specialist Families in Transition Manchester, NH	October 2016- Present
	<ul style="list-style-type: none">• Assessing and prioritizing needs among families experiencing homelessness• Making appropriate referrals to homeless service agencies• Ongoing collaboration with area service providers• Conducting daily call backs to families & providers	

Mary Beth Collins



SKILL SUMMARY

*Crisis Prevention and Intervention
Advocacy
Goal-Oriented Case Management*

*Career Planning
Counseling
Motivational Interviewing*

*Problem Resolution
Leadership
Community Outreach*

EMPLOYMENT HISTORY

Housing Intake Coordinator, Families in Transition – Manchester, NH Oct 2015 to Present

- Perform initial intake interviews for individuals in need of housing
- Refer individuals and families to housing resources in the community
- Determine participant eligibility
- Facilitate approval processes and meetings
- Manage housing waitlist based on participant vulnerability
- Perform community outreach presentations

Program Support Staff, Families in Transition – Manchester, NH Jan 2014 to Oct 2015

- Worked with team to address programmatic obstacles and recommend solutions
- Helped participants to maintain boundaries with staff and other participants
- Maintained participant confidentiality
- Assisted with community outreach and clinical phone calls
- Utilized confidential database WITSweb

Intake Coordinator Assistant, New Horizons – Manchester, NH 2010
Internship

- Conducted intake interviews for clients seeking admission to shelter
- Assisted residents in establishing short term goals
- Referred members to community resources to gain self-sufficiency
- Helped residents seek employment
- Provided supervision of large groups to ensure a safe environment

Residential Counselor, *Rolfe and Rumford Home – Manchester, NH*
Internship

2009

- Oversaw daily activities for youth in group home setting
- Modeled acceptable behavior for youth through my own actions
- Counseled youth in personal matters and as urgent matters arose
- Helped maintain an environment that was safe for residents and staff

Customer Service Associate, *Sunoco On the Move – Hooksett, NH*
Aug 2005 to Present

- Great rapport with customers and vendors
- Interview and train job candidates
- Trusted with financial responsibilities

EDUCATION

B.S. Social Science, *Granite State College – Concord, NH*

2015

- 4.0 Overall GPA

A.S. Human Services, *Manchester Community College – Manchester, NH*

2009

- 3.6 Overall GPA

ACCOMPLISHMENTS and CERTIFICATIONS

- Crisis Prevention and Intervention Certification
- Motivational Interviewing Certification
- Leadership and Service Award '08-'09
- Awarded Certificate of Excellence '09
- Selected to serve in student group Leaders for Empowerment Awareness & Prevention '06-'09
 - Elected President '08-'09.

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.

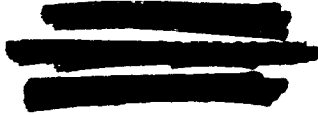
Volunteer Work:

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.

Melanie D. Carlson



Current Objective: Obtain my certification as a Recover Support Worker (CRSW)

Education: General Studies
Manchester Central High School
1998

Semester at Keene State College
No Credits earned

Work Skills: Currently I am the Service Coordinator for the Family Place Resource Center and Shelter. My duties include daily interaction with all participants of the program, outside Service Providers, Service Provider Partners, volunteers and visitors to the shelter. I work with participants directly providing weekly case management. I maintain a staff presence in the shelter in order to provide participants with stability, conflict resolution, basic needs and essentials. I am also the monitor for the preschool bus.

Basic office skills; completing required paperwork with participants, daily email, filing, faxing, and answering phones.

Other skills: While working at the YWCA my duties included working with children mostly as well as interactions with their whole families. We provided educational afterschool/vacation camp activities for 60 elementary school age girls. We also conducted Parent Workshops once a month. I also worked the front desk where I had interaction with the public.

Work History: YWCA of Manchester
Girls Program Center and front desk support
1995 – 1999

Owned and operated a farm in Missouri
2001 – early 2008

Manchester Emergency Housing, INC/Families in Transition
Staff attendant
March 2008 – 2012
Program Aide
2012 – 2015
Service Coordinator
2015 - Present



Diana Morris

Objective To build on my experience and education so I can best serve those in need.

Experience 11/2015-Current Families In Transition Manchester, NH
Program Aide

- Supporting families in times of high stress
- Completing intake paperwork and reviewing expectations and rules with clients
- Entering participant data into HMIS

12/2013-6/2015 Colwen Management/Marriott Manchester, NH
Shuttle Driver & Hotel House Person

- Driving a 14 passenger shuttle van
- Lifting and transferring up to 50 pounds repeatedly
- Performing houseman responsibilities as assigned

09/2012-02/2013 NHNE Credit Services Nashua, NH
Customer Service Representative

- Customer service via an automatic dialer phone system
- Following privacy policies in regards to patient account information
- Coding calls

07/2006-12/2011 Highlander Airport Parking Manchester, NH
Dispatch Shift Leader

- Customer service & satisfaction
- Schedule coordination for up to ten employees
- Data entry

Education May 2012 University of Phoenix Phoenix, AZ
Associate of Arts with a Concentration in Human Services Management

October 2015 University of Phoenix Phoenix, AZ
Bachelor of Science in Human Service Management

Interests I have a passion for helping others realize their own strengths and potential.

References References are available on request.

Dawn Schneider

Customer Service/Call Center

[REDACTED]
[REDACTED]

Customer service professional offering 10 years of diversified experience. Excellent communication and problem-solving skills. Dedicated to achieving customer satisfaction as well as meeting or surpassing company expectations. Able to focus on projects, develop strategies and meet or exceed deadlines. Strong rapport with personnel, customers, and associates based on knowledge, professionalism, and integrity.

Skill Highlights

- Conflict resolution • Fast learner
- Strong organizational skills • Courteous demeanor
- Listening skills • Energetic work attitude
- Excellent communication skills • Telephone inquiries
- Customer service • Multi-line phone usage
- Adaptability

Authorized to work in the US for any employer

WORK EXPERIENCE

Information and Referral Specialist

Granite United Way - Manchester, NH - December 2015 to Present

Responsibilities

Answer incoming phone calls to provide information and referral service activities including intake, assessment and referral.

Assess the callers needs and level of crises intervention required

Answering a multi-line phone to assist callers with questions about public, private or government resources for health and social services

Screening callers for needed services to ensure appropriate referrals are given to perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

Providing specific and detailed information to callers about accessing public, private, or government health and social services.

Entering call data accurately and completely into the 2-1-1 NH database in accordance with established standards

Provide advocacy for inquirers when needed by interacting with clients and agencies in resolving problems and providing information.

Researching new resource information for inclusion in the resource database Providing 2-1-1 representation at community outreach events and service delivery meetings as needed

Customer Service Representative/ Collections

Trugreen - Londonderry, NH - February 2015 to December 2015

Responsibilities

Communicate with customers daily via telephone and email

Verify customer orders using various programs

Research customer accounts to ensure accuracy of information

Set up appointments and verified these with customer
Answered any questions regarding products and services
Successfully pacify hostile or antagonistic callers and negotiate a mutually agreeable solution by patiently providing alternatives to reconcile the customer's needs with the company's objectives
Processed personal and confidential information

Customer Service Representative

Nagler Group - Bedford, NH - April 2014 to August 2014

Responsibilities:

Communicate with customers daily via telephone and email
Verify customer orders using various programs
Research customer accounts to ensure accuracy of information
Set up appointments and verified these with customer
Answered any questions regarding products and services
Successfully pacify hostile or antagonistic callers and negotiate a mutually agreeable solution by patiently providing alternatives to reconcile the customer's needs with the company's objectives
Processed personal and confidential information

Senior Customer Service Representative

Ultimate Staffing - Boston, MA - November 2013 to April 2014

Responsibilities:

Communicate with customers daily
Take customer orders from various catalogs and up sell where appropriate
Assist customers with inquiries and provide all pertinent information
Research accounts, answer questions, and work with new customers
Successfully pacify hostile or antagonistic callers and negotiate a mutually agreeable solution by patiently providing alternatives to reconcile the customer's needs with the company's objectives
Process personal and confidential information

Customer Care Representative

Potpourri Group Inc - Woburn, MA - November 2013 to December 2013

Responsibilities

Communicate with customers daily
Take customer orders from various catalogs and up sell where appropriate
Assist customers with inquiries and provide all pertinent information
Research accounts, answer questions, and work with new customers
Successfully pacify hostile or antagonistic callers and negotiate a mutually agreeable solution by patiently providing alternatives to reconcile the customer's needs with the company's objectives
Process personal and confidential information

Patient Care Coordinator

Express-Scripts/Freedom Fertility - Byfield, MA - January 2013 to May 2013

Responsibilities:

Communicated with customers daily
Communicated information clearly and accurately
Committed to the assistance and support of others while maintaining a cheerful and helpful attitude
Built rapport with customers through effective and precise communication
Build rapport and trust quickly with clients and colleagues
Assisted customers with inquiries and provided all pertinent information

Researched accounts, answered questions, and worked with new customers
Successfully pacified hostile or antagonistic callers and negotiated a mutually agreeable solution by patiently providing alternatives to reconcile the customer`s needs with the company`s objectives
Highly trained and skilled in processing personal and confidential information

Patient Care Coordinator

Aerotek - Woburn, MA - September 2012 to January 2013

Responsibilities:

Communicated with customers daily
Communicated information clearly and accurately
Committed to the assistance and support of others while maintaining a cheerful and helpful attitude
Built rapport with customers through effective and precise communication
Build rapport and trust quickly with clients and colleagues
Assisted customers with inquiries and provided all pertinent information
Researched accounts, answered questions, and worked with new customers
Successfully pacified hostile or antagonistic callers and negotiated a mutually agreeable solution by patiently providing alternatives to reconcile the customer`s needs with the company`s objectives
Highly trained and skilled in processing personal and confidential information

Customer Service-Tax Examination-Call Center

Internal Revenue Service - Andover, MA - January 2002 to November 2010

Responsibilities:

Investigated and resolved customer inquiries and complaints in a timely and empathetic manner
Prepared and drafted all outgoing correspondence in a timely manner
Verified and logged in deadlines for responding to daily inquiries and outlined the appropriate process and procedures necessary to fulfill and complete inquiries
Provided efficient customer service to clients
Computed, recorded, and proofread data, records and reports
Complied with federal, state, and company policies, procedures and regulations
Communicated with customers, employees and other individuals to answer questions and explain information
Reviewed files, records and other documents to obtain information and respond to requests

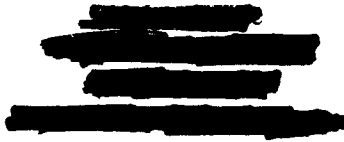
EDUCATION

Associate in Human Services/Drug and Alcohol Cert

Northern Essex Community College - Haverhill, MA

January 2015 to June 2018

JESSICA E. PETROSKI



EDUCATION

Central High School. Manchester, New Hampshire. Diploma; June 2004.

LNA Health Careers. Greeley St, Merrimack, New Hampshire. May 2006

VOLUNTEER EXPERIENCE

VNA Hospice. Youth Counselor Assistant. Manchester, New Hampshire.

2000-2005

Responsibilities: Assisted in the running of Camp Phoenix which specializes in bereavement counseling. I worked with children aged 3-16. I helped run activities as well as having individual talks with children. I developed a strong sense of empathy as well as communication skills.

WORK EXPERIENCE

Long Term Services Coordinator – Granite State Independent Living

November 2015 – October 2016

Responsibilities: Assisting the director of long term care services helping disabled adults live independently at home. Duties as a coordinator included working in conjunction with case managers, submitting state reports on time, recruiting for workers along with interviewing, hiring and supervising.

Clinical Assistant - Southern New Hampshire Medical Center

July 2013 – August 2015

Responsibilities: Assisting patients with their activities of daily living, provided personal care as needed per patient needs. Maintained confidentiality of patients, used communication and active listening skills to put patients at ease. Working with Registered Nurses and Doctors to bring the patient the best possible care.

Life Enrichment Assistant – Mount Carmel Rehab & Nursing

August 2012 – May 2013

Responsibilities: Assist the Activity Director or Assistant Director in the implementation of the activity program. Interacting with residents, having good communication skills and compassion. Encouraging residents to make choices for themselves, conducting resident assessments, assisting residents in small group activities of their choice.

Dispatcher- CarePlus Ambulance Service Inc. Merrimack, New Hampshire.

May 2007- August 2012

Responsibilities: Duties include but not limited to precepting new dispatchers, creating the schedule for the following day, providing customer service to contracted facilities and problem solving. I have learned

JESSICA E. PETROSKI



how to properly allocate resources during high call volume for the best outcome for patients and thrive in high stress situations.

Licensed Nursing Assistant. Premier Medical Staffing. Nashua, New Hampshire.

January 2008 – Current

Responsibilities: Assisting patients with their activities of daily living, provided personal care as needed per patient needs. Maintained confidentiality of patients, used communication and active listening skills to put patients at ease.

Dispatcher- Meriwether County Emergency Services. Greenville, Georgia.

January 2007- May 2007.

Responsibilities: Dispatching E-911 for Fire, Police, and EMS. I also had the opportunity to do ride-alongs with police officers to obtain a greater understanding of their duties as well as a better knowledge of the area.

CERTIFICATIONS, TRAINING, AND SKILLS

CPR/AED for the Healthcare Provider.

Licensed LNA (NH license only)

Emergency Medical Technician trained

Proficient in Microsoft Word, Excel, PowerPoint

Carolyn Towne



SUMMARY OF QUALIFICATIONS

A dynamic and passionate self-starter with diversified experience and strong interest in non-profit and social service organizations, working with underserved populations, and crisis intervention services.

PROFESSIONAL EXPERIENCE

Families in Transition

2016-Present

Housing Advocate

- Provide individual case management services for participants.
- Support participants in creating an action plan and achieving individual goals related to obtaining and/or maintaining stable housing, improving financial management skills, obtaining/maintaining mainstream benefits, improving physical and/or mental health, obtaining gainful employment and/or increasing education, improving parenting skills, engaging in activities of daily living and recovery supports.
- Connect participants to community resources and communicate with collateral contacts as needed to coordinate appropriate level of care and facilitate stable housing.
- Coordinate and facilitate workshops related to programming such as program orientation, apartment maintenance, self-care, employment, financial management, and program graduation.
- Maintain caseload files and document services in a timely manner.

The Support Center at Burch House

2015-2016

Education and Outreach Coordinator

- Provided violence prevention education and outreach presentations to schools, community groups, social service agencies, police departments, and medical personnel, including the creation and distribution of relevant educational brochures.
- Provided direct services to victims and survivors of domestic violence, sexual violence and stalking and their families to include court accompaniment, crisis intervention via hotline, and accompaniment to child advocacy center.
- Outreached the community, in-person and via social networking, to increase awareness of the impact of domestic and sexual violence on victims, their families, and the community and to inform of services offered by the agency and ways to access.
- Created and managed online donation opportunities.

Families in Transition

2010-2015

Housing Program Manager (2013 - 2015)

- Supervised a team of 5 Housing Advocates and managed the agency's housing program, consisting of 17 buildings and 200+ units of housing for 180 clients.
- Provided oversight and managed the supportive services provided to the housing program participants including: Workshops, individual case management, special events, and back-up for the 24hr crisis line.
- Collaborated with other community providers in order to ensure the success of housing participants.
- Collaborated with colleagues to develop, implement, and evolve programming.
- Provided oversight of housing program's strategic plan to ensure that programming and services were focused on goals, following strategies outlined, and meeting outcome expectations.
- Presented program outcomes senior management team on a quarterly basis.
- Collaborated with the Chief Operating Officer to create, update, and implement housing program policies.
- Attended bi-weekly LADC/Clinical supervision and attended continuing education trainings to ensure best services possible provided to participants.

Housing Advocate (2010- 2015)

- Provided individual case management services for participants.
- Supported participants in creating an action plan and achieving individual goals related to obtaining and/or maintaining stable housing, improving financial management skills, obtaining/maintaining mainstream benefits, improving physical and/or mental health, obtaining gainful employment and/or increasing education, improving parenting skills, engaging in activities of daily living and recovery supports.
- Connected participants to community resources and communicated with collateral contacts as needed to coordinate appropriate level of care and facilitate stable housing.
- Coordinated and facilitated workshops related to programming such as program orientation, apartment maintenance, self-care, employment, financial management, and program graduation.
- Maintained caseload files and document services in a timely manner.

YWCA Supervised Visitation and Child Exchange Center, Manchester, NH 2007-2014

Visit Supervisor

- Facilitated a safe and neutral environment for court ordered supervised visits and exchanges between a child(ren) and their nonresidential parent.
- Responsible for supervising contact between child(ren) and non-residential parent during the visit.
- Ensured strict adherence to the center's policies and procedures by providing clear direction and redirection as needed during the visit.
- Documented objective observations before, during, and after visits.

Child and Family Services, Laconia, NH 2009-2010

Parent Aide

- Supervised visits between child(ren) in placement and their parent(s). Modeled appropriate parenting techniques and provided coaching regarding life skills.
- Supported parent(s) with identifying and accessing appropriate community resources.
- Completed treatment plans, assessments, and documentation of visit notes in a timely manner.

Fellowship Housing Opportunities, Concord, NH 2007-2009

Community Integration Coordinator

- Provided direct care and support with symptom management and activities of daily living in a residential setting for people suffering with severe and persistent mental illness.
- Coordinated and provided therapeutic behavioral services and medication support services to clients suffering with severe and persistent mental illness.
- Resolved medication issues via communication with client, outreach staff, pharmacy personnel and client's treatment team as needed.

EDUCATION and SKILLS

BA in Psychology, Summa Cum Laude, University of New Hampshire at Manchester, Manchester NH
Certified trainer in Connect Suicide Prevention and Postvention Curriculum
Certified CALM (Counsel on Access to Lethal Means) trainer
Proficient in Microsoft Office Suite

ADDITIONAL CONTINUING EDUCATION QUALIFICATIONS

- Motivational Interviewing: Advancing the Practice
- Dialectical Behavioral Therapy for Case Managers
- Brazelton Touchpoints
- Trauma-Informed Care
- Cognitive Behavioral Therapy for Case Managers
- Relational Cultural Theory
- Evidence-Based and Strength-Centered Case Management

CONTRACTOR NAME

Key Personnel

Name	Title	Salary	% paid from contract	Amt pd this contract
Stephanie Savard	COO	92,680	0%	-
Tim Prince	Assistant Manager	46,590	20%	9,318
Nancy Desharnais	Property Administrator	46,250	20%	9,250
Kelly Paquette	Sr Program Manager	56,700	30%	17,010
Kylie Grenier	Intake Coordinator	34,900	50%	17,450
Mary Beth Collins	Intake Coordinator	39,500	100%	39,500
Katelyn Gagnon	Program Manager	45,000	100%	45,000
Melanie Carlson	Case Manager	28,000	100%	28,000
Diana Morris	Program Aide	25,700	100%	25,700
Dawn Schneider	Program Aide	25,700	100%	25,700
Jessica Petroski	Program Aide	25,700	100%	25,700
Carolyn Towne	Housing Advocate	38,100	100%	38,100



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 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	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 Fontineau, 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

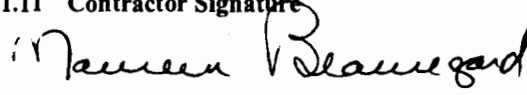
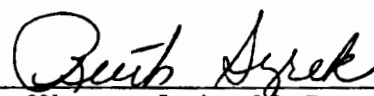
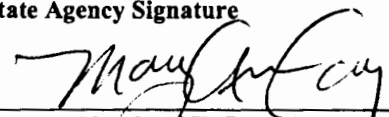
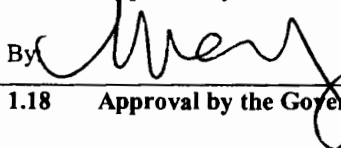
Subject: State Grant-In-Aid Funds Program

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 GEARY 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. LeBlond, 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

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: MB
Date: 6/26/15



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.

MB



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 \$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 \$146,776.00
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 (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



- 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

Maureen Beauregard
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

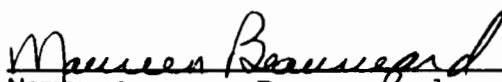
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

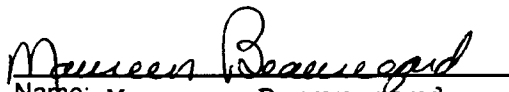
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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 MB

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

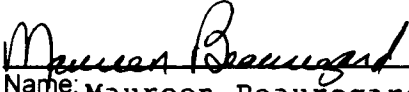

Name: Maureen Beauregard
Title: President

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

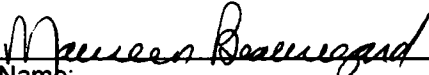

Name: Maureen Beauregard
Title: President



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

- 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 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.

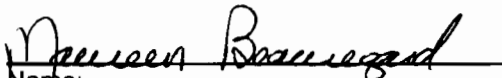
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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: 825360499
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 #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

Maureen Ryan
Name: Maureen 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: MEGAN A. YODanis 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



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

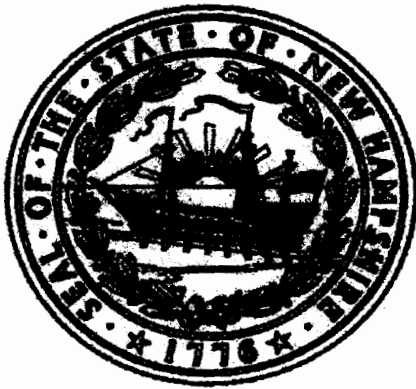
- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. 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.

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 black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	FAMILY PROMISE OF GREATER NASHUA, INC.	Business ID:	368469
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	01/26/2001	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	01/26/2001		
Principal Office Address:	180 Lowell Rd, Hudson, NH, 03051, USA	Mailing Address:	180 Lowell Rd, Hudson, NH, 03051, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / SVCS & FACILITIES FOR HOMELESS & LOW INCOME PERSONS IN NASHUA	

Page 1 of 1, records 1 to 1 of 1

CERTIFICATE OF VOTE

I, Rebecca Luback, 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 5/16/17.
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5 day of 16, 2017.
(Date Contract Signed)

4. Pam Small is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Rebecca Luback
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 16th day of May, 2017.

By Rebecca Luback
(Name of Elected Officer of the Agency)

Jeanne M. Taylor
(Notary Public/Justice of the Peace)



Commission Expires: 6/10/2020



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.com														
INSURED Family Promise of Greater Nashua, Inc. 180 Lowell Road Hudson NH 03051	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Philadelphia Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Philadelphia Insurance Co		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A :Philadelphia Insurance Co															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 2016-17** **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:			PHPK1572442	10/31/2016	10/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability-each \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1572442	10/31/2016	10/31/2017	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 EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 State of NH Dept of Health & Human Serv. 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 F Kenneally/FAIRLE <i>Fairley Kenneally</i>
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2017


PRODUCER Eaton & Berube Insurance Agency Nashua, NH 03064 603 882-2766	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Family Promise of Greater Nashua, Inc. 180 Lowell Road Hudson, NH 03051	INSURER A: Great Falls Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	Y	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCD0941420017	03/13/17	03/13/18	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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 / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 NH Workers Compensation Policy. Excluded Officers: Rebecca Liubakka, Edmund Hilstein, and Jeffrey Evans

CERTIFICATE HOLDER Bureau of Contracts & Procurement 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. 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.



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

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: Address change Name change Initial return Final return/terminated Amended return Application pending

C Name of organization Family Promise of Greater Nashua
 Doing business as _____
 Number and street (or P.O. box if mail is not delivered to street address) 180 Lowell Road Room/suite _____
 City or town, state or province, country, and ZIP or foreign postal code Hudson, NH 03051

D Employer identification number 02-0528837

E Telephone number _____

F Name and address of principal officer: Rebecca J. Liubakka

G Gross receipts \$304,355.30

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

I Tax-exempt status: 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

J Website: ▶ Familypromiseofgreaternashua.org

K Form of organization: Corporation Trust Association Other ▶

L Year of formation: 2001 **M** State of legal domicile: NH

Part I Summary

Activities & Governance	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>		
	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)	<u>3</u>	<u>9</u>
	4	Number of independent voting members of the governing body (Part VI, line 1b)	<u>4</u>	<u>9</u>
	5	Total number of individuals employed in calendar year 2016 (Part V, line 2a)	<u>5</u>	<u>5</u>
	6	Total number of volunteers (estimate if necessary)	<u>6</u>	<u>250</u>
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	<u>7a</u>	<u>0</u>
b	Net unrelated business taxable income from Form 990-T, line 34	<u>7b</u>	<u>0</u>	
Revenue	8	Contributions and grants (Part VIII, line 1h)	<u>150,936</u>	<u>181947</u>
	9	Program service revenue (Part VIII, line 2g)	<u>0</u>	<u>0</u>
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<u>0</u>	<u>0</u>
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<u>154,491</u>	<u>123008</u>
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<u>305,428</u>	<u>304955</u>
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	<u>0</u>	<u>0</u>
	14	Benefits paid to or for members (Part IX, column (A), line 4)	<u>0</u>	<u>0</u>
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	<u>112545</u>	<u>174188</u>
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		<u>0</u>
	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)			
19	Revenue less expenses. Subtract line 18 from line 12			
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)		
	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 Signature of officer: Rebecca J. Liubakka Date: 5/15/17
 Type or print name and title: Rebecca J. Liubakka Board of Trustee, President

Paid Preparer Use Only

Print/Type preparer's name _____ Preparer's signature _____ Date _____ Check 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)? If "Yes," complete Schedule A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12 a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14 a Did the organization maintain an office, employees, or agents outside of the United States?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Part IV Checklist of Required Schedules *(continued)*

	Yes	No
20 a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		✓
b <i>If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?</i>		✓
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? <i>If "Yes," complete Schedule I, Parts I and II</i>		✓
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? <i>If "Yes," complete Schedule I, Parts I and III</i>		✓
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? <i>If "Yes," complete Schedule J</i>		✓
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? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		✓
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? <i>If "Yes," complete Schedule L, Part I</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? <i>If "Yes," complete Schedule L, Part I</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? <i>If "Yes," complete Schedule L, Part II</i>		✓
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? <i>If "Yes," complete Schedule L, Part III</i>		✓
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? <i>If "Yes," complete Schedule L, Part IV</i>		✓
b A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		✓
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? <i>If "Yes," complete Schedule L, Part IV</i>		✓
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		✓
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		✓
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		✓
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		✓
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? <i>If "Yes," complete Schedule R, Part I</i>		✓
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		✓
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		✓
b <i>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</i>		✓
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		✓
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? <i>If "Yes," complete Schedule R, Part VI</i>		✓
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		
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)	✓	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		✓
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)?		✓
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?		✓
5b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		✓
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?		✓
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?	✓	
7c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		✓
7d	If "Yes," indicate the number of Forms 8282 filed during the year		
7e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		✓
7f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		✓
7g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		✓
7h	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.		
9a	Did the sponsoring organization make any taxable distributions under section 4966?		✓
9b	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?	12a	
12b	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.	13a	
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?	14a	✓
14b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	14b	

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?		✓
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?		✓
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		✓
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		✓
6	Did the organization have members or stockholders?		✓
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?		✓
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		✓
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8a	a The governing body?	✓	
8b	b Each committee with authority to act on behalf of the governing body?	✓	
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? <i>If "Yes," provide the names and addresses in Schedule O.</i>		✓

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?		✓
10b	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?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	✓	
11b	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? <i>If "No," go to line 13</i>	✓	
12b	b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	✓	
12c	c Did the organization regularly and consistently monitor and enforce compliance with the policy? <i>If "Yes," describe in Schedule O how this was done</i>	✓	
13	Did the organization have a written whistleblower policy?	✓	
14	Did the organization have a written document retention and destruction policy?		✓
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?		
15a	a The organization's CEO, Executive Director, or top management official	✓	
15b	b Other officers or key employees of the organization	✓	
	<i>If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).</i>		
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?		✓
16b	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?		

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	Former			
(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>		✓
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>		✓
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>		✓

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)		(B)	
		Beginning of year		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, 2017**

President

Rebecca Liubakka (Jan. 2019)**

Vice-President

Edmund Hilston, Jr. (Jan.2020)**

Treasurer (Interim)

Thomas Merrifield (Jan.2020*)

Secretary

Jeff Evans (Jan. 2020)*

Additional members

Anthony Attardo (Jan.2019)*

Robert A. Bonfiglio (Jan.2020)**

Lori DeLeo (Jan.2020*)

Debra Elliott (Jan. 2020)*

Douglas W. Klauber (Jan. 2019)*

Paul Lorman (Feb. 2020)

Michelle Marrone (Jan. 2020)*

Riley Rodgers (Jan. 2018)*

Scott Wellman (Jan.2019*)

*First Term (Date term ends)

** Second Term (Date Term ends)

Updated: March 7, 2017

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, Holly, New Hampshire 03049~~
~~603-828-8719 / meljohnstone1102@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

Sarah Cronin

~~44 Dorchester Way~~
~~Norwalk, NH 03064~~

(603)204-7459

sarah.cronin811@gmail.com

SUMMARY OF QUALIFICATIONS

- Outstanding Relationship Management skills.
- Natural leadership ability motivates project and functional teams.
- Engaging communication skills which provide clear, concise depth and team cohesion.
- Flexible, adaptable, smart, and creative.
- Demonstrated integrity which inspires trust and confidence in business relations.

PROFESSIONAL EXPERIENCE

LIBERTY MUTUAL INSURANCE

2012 – 2013

Senior Business Systems Analyst

- Coordinated delivery of high profile Business Intelligence dashboard projects.
- Planned Department Roadmap for construction of proprietary data warehouse.
- Championed various projects with forward thinking methodology.
- Facilitated efforts for all phases of project lifecycle, bringing together multiple functional teams.
- Led presentations and trainings of various sizes with multiple levels of organization in attendance.
- Triaged and assigned incoming Tier III requests.

FIDELITY INVESTMENTS

2004 – 2011

Senior Financial Operations Analyst

- Streamlined processes and implemented metrics to enhance tracking to service level agreements, SOX compliance, and SAS-70 standards.
- Developed MS Access database to reduce manual effort in General Ledger posting process by 60%.
- Reengineered reconciliation process, resulting in 80% elimination of manual effort.
- Performed data analysis, troubleshooting, and error handling to identify procedural or systematic defects.
- Direct point of contact for internal and external client communications.

Financial Operations Analyst

- Supported data cleanliness between Oracle AR, OAB and HRMS.
- Exceeded accuracy goals that ranged from 98.5% to 100%.
- Performed data mining and root cause analysis and communicated findings.
- Achieved a 65% reduction in manual effort through automation initiatives.

EDUCATION

Northeastern University, Boston MA

In Progress

Dual BS in Psychology and Professional Communication with concentration in Organizational Communication

CERTIFICATIONS

National Career Readiness Certificate

2016

Level: Platinum

Issue Date: September 18, 2016

Certificate Number: 714Z6YZK77QR

The National Career Readiness Certificate is a portable, evidence-based credential that certifies essential skills needed for workplace success. This credential is registered with ACT in the National Career Readiness Certificate database and may be verified at <https://myworkkeys.act.org/mwk/emCertDetails.do?event=go&realm=17740116&certId=714Z6YZK77QR>

JULIE L. ESP

9 Carlyn Circle, Nashua, NH 03066

603.885.8418

juleesp@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

AMY J. FREISE

~~(603) 566-0915~~

~~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.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Pamela Small	Executive Director	55,000	%	0
Melissa Johnstone	Family Services Director	37,440	40%	15,000
Sarah Cronin	Volunteer Director	26,624	%	0
Julie Esp	Grant Writer	24,960	%	0
Amy Freise	Development Director	15,600	%	0

5

dm
14



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

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

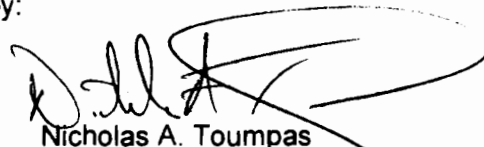
Source of Funds: 100% General Funds

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	
		Pass/Fail	Maximum Points
1. <u>Bridge House (C)</u>	205	180	1. Program Planning and Review Specialist
2. <u>CAP Belnap-Merrimack, Inc. (I)</u>	205	137	2. Melissa Hatfield, Program Specialist IV
3. <u>Child and Family Services (I)</u>	205	196	3. Julie Lane, Program Specialist III
4. <u>Community Action Partnership of Strafford County (I)</u>	205	161	4. Business Administrator IV
5. <u>Concord Coalition to end Homelessness (I)</u>	205	177	5. Program Planning and Review Specialist
6. <u>Cross Roads House, Inc. (C)</u>	205	198	
7. <u>Families in Transition (Emergency Shelter)</u>	205	190	
8. <u>Families in Transition (Transitional Shelter)</u>	205	191	
9. <u>Families in Transition</u>	205	186	
10. <u>Families in Transition</u>	205	188	
11. <u>Family Promise of Greater Nashua at Anne Marie House</u>	205	90	
12. <u>Friend's Emergency Housing Program</u>	205	162	
13. <u>Harbor Homes, Inc.</u>	205	190	
14. <u>The Front Door, Inc.</u>	205	109	
15. <u>Helping Hand's Outreach and Ministries</u>	205	180	
16. <u>Laconia Area Community Land Trust</u>	205	183	
17. <u>Marguerite's Place, Inc.</u>	205	163	
18. <u>Merrimack Valley Assistance Program</u>	205	110	
19. <u>My Friend's Place</u>	205	157	
20. <u>Nashua Soup Kitchen and Shelter, Inc.</u>	205	165	
21. <u>New Horizons</u>	205	158	
22. <u>NH Coalition Against Domestic and Sexual Violence</u>	205	174	
23. <u>NH Legal Assistance</u>	205	175	
24. <u>Southern NH Services, Inc.</u>	205	164	
25. <u>Southwestern Community Services, Inc.</u>	205	181	
26. <u>The Front Door Agency, Inc.</u>	205	177	
27. <u>The Salvation Army Carey House Homeless Shelter</u>	205	139	
28. <u>The Salvation Army Mckenna House</u>	205	168	
29. <u>The Way Home</u>	205	171	
30. <u>Tri-County Community Action Program, Inc.</u>	205	162	
31. <u>Veteran's Inc.</u>	205	180	
32. <u>The Way Home</u>	205	196	
33. <u>Child and Family Services</u>	205	190	
34. <u>Tri-County CAP - Prevention</u>	205	109	
35. <u>Southwestern Comm Svcs</u>	205	182	
36. <u>Headrest, Inc.</u>	205	76	
37. <u>Bridge House (C)</u>	205	180	
38. <u>Cross Roads House, Inc. (C)</u>	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 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 <i>Phyllis A. Small</i>		1.12 Name and Title of Contractor Signatory PHYLLIS T. SMALL EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>11/15</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>Rebecca J. Liubakka</i>		REBECCA J. LIUBAKKA Notary Public-New Hampshire My Commission Expires August 14, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Rebecca J Liubakka</i> Justice of the Peace			
1.14 State Agency Signature <i>Mary Ann Cooney</i>		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: <i>[Signature]</i> On: <u>11/25/15</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: 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: PTJ
Date: 7/21/15

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 \$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
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Total program amount	\$44,856.00
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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.

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Exhibit B

- 3.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for 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.



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.

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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; 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

PCS
9/21/15



- 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
Janice K. F. [unclear]
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.

7/21/15
Date

Contractor Name: Family Planning of Eastern New Hampshire
Wendy A. Spauld
Name: Executive Director
Title:



**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

AS
7/21/15



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 (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.

7/21/15
Date

Contractor Name: Family Practice of Greater Nashua
Samuel A. Smith
Name: _____
Title: Executive Director

Contractor Initials: RS
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

PKB

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.

7/21/15
Date

Contractor Name: Agency of Greater Nashua
Samuel D. Spill
Name: _____
Title: Executive Director

DS

7/21/15



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.

9/21/15
Date

Contractor Name:
Community Promise of Greater Nashua
Name: Janet 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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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

PTB
7/21/17



Exhibit I

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

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

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9/21/17



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

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
7/21/17
 Date



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

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

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

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

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

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

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

7/21/17
Date

Contractor Name: Family Promise Greater
Manchester & South
Manchester
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>\$75,000.00</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: _____



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.



**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

C. Mullen Ryan
Name: Margen Ryan
Title: Director

Harbor Homes, Inc.

5/10/17
Date

Peter Kelleher
Name: Peter Kelleher
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

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:



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 \$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.

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 that reads "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	HARBOR HOMES, INC.	Business ID:	62778
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	02/15/1980	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	02/15/1980		
Principal Office Address:	45 High Street, Nashua, NH, 03060, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	603-882-3616
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
------	------------	---------------

No records to view.

Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

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 May 10, 2017:
(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 10th day of May, 2017.
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

David J. Aponovich
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 10th day of May, 2017.

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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2016

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

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

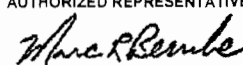
PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064		CONTACT NAME: Kimberly Gutekunst PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): E-MAIL ADDRESS: kgutekunst@eatonberube.com	
		INSURER(S) AFFORDING COVERAGE	
INSURED Harbor Homes, Inc 45 High Street Nashua NH 03060		INSURER A : Hanover Insurance INSURER B : Philadelphia Insurance Companies INSURER C : Great Falls Insurance Co INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1662116863 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y		ZBV9707147	7/1/2016	7/1/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AHV9706003	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			UHV970913303	7/1/2016	7/1/2017	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
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	WCD0936040016	11/26/2016	11/26/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
A B A	Professional Liability Management Liability Crime			L1VA966006 PHSD1049831 BMVA101342	7/1/2016 7/1/2016 7/1/2016	7/1/2017 7/1/2017 7/1/2017	\$1,000,000 \$1,000,000 \$510,000	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Named Insureds:
Harbor Homes, Inc. - FID# 020351932
Harbor Homes II, Inc.
Harbor Homes III, Inc.
Healthy at Homes, Inc. -FID# 043364080
Milford Regional Counseling Service, Inc. -FID# 222512360
See Attached...

CERTIFICATE HOLDER		CANCELLATION	
State of New Hampshire Department of Health and Human Services 129 Pleasant St Concord NH 03301		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	



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

Web-Library

An Internal Employee Resource Center



Home

Harbor Homes, Inc.

Mission Statement

To create and provide quality residential and supportive services for persons (and their families) challenged by mental illness and homelessness.

Overview

- **A private, nonprofit agency, Harbor Homes is a beacon for people challenged by mental illness and/or homelessness or chronic homelessness.**
- **Built upon a core belief that individuality, dignity, self-respect and a safe place to live are key to a person's ability to contribute to society. [more](#)**

Harbor Homes, Inc

5 Year Goals and Objectives

[Back to Mission Statement and Overviews](#)

HARBOR HOMES, INC.

Financial Statements

For the Year Ended June 30, 2016

(With Independent Auditors' Report Thereon)

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Statement of Cash Flows	6
Notes to the Financial Statements	7



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., 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 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

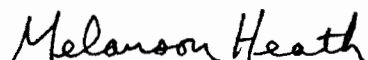
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Harbor Homes, Inc. as of June 30, 2016, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Harbor Homes, Inc.'s fiscal year 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 10, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 2, 2016 on our consideration of the 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.



November 2, 2016

HARBOR HOMES, INC.

Statement of Financial Position

June 30, 2016

(With Comparative Totals as of June 30, 2015)

<u>ASSETS</u>	<u>2016</u>	<u>2015</u>
Current Assets:		
Cash and cash equivalents	\$ 80,962	\$ 191,326
Investments	8,890	10,299
Accounts receivable, net	862,339	1,020,434
Patient services receivables, net	448,468	290,292
Due from related organizations	180,466	90,703
Prepaid expenses	<u>160,913</u>	<u>66,069</u>
Total Current Assets	1,742,038	1,669,123
Noncurrent Assets:		
Property and Equipment, net of accumulated depreciation	19,139,795	20,069,439
Restricted deposits and funded reserves	382,783	346,027
Due from related organizations	318,617	318,935
Beneficial interest	143,756	149,503
Deferred compensation plan	<u>100,591</u>	<u>91,937</u>
Total Noncurrent Assets	<u>20,085,542</u>	<u>20,975,841</u>
Total Assets	<u>\$ 21,827,580</u>	<u>\$ 22,644,964</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current Liabilities:		
Accounts payable	\$ 233,806	\$ 448,625
Accrued expenses	789,127	720,016
Due to related organizations	-	109,364
Line of credit	100,100	733,319
Deferred revenue	256,659	2,259
Current portion of capital leases payable	47,985	43,126
Current portion of mortgages payable	<u>256,680</u>	<u>201,707</u>
Total Current Liabilities	1,684,357	2,258,416
Long Term Liabilities:		
Security deposits	31,953	42,494
Deferred compensation plan	107,215	91,937
Capital leases payable, net of current portion	13,446	61,431
Mortgages payable, tax credits	100,323	121,367
Mortgages payable, net of current portion	6,932,311	7,191,180
Mortgages payable, deferred	<u>5,217,096</u>	<u>5,332,834</u>
Total Long Term Liabilities	<u>12,402,344</u>	<u>12,841,243</u>
Total Liabilities	14,086,701	15,099,659
Unrestricted Net Assets	7,593,742	7,498,125
Temporarily Restricted Net Assets	<u>147,137</u>	<u>47,180</u>
Total Net Assets	<u>7,740,879</u>	<u>7,545,305</u>
Total Liabilities and Net Assets	<u>\$ 21,827,580</u>	<u>\$ 22,644,964</u>

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

HARBOR HOMES, INC.

Statement of Activities

For the Year Ended June 30, 2016

(With Comparative Totals for the Year Ended June 30, 2015)

	Unrestricted <u>Net Assets</u>	Temporarily Restricted <u>Net Assets</u>	2016 <u>Total</u>	2015 <u>Total</u>
<u>Public Support and Revenue:</u>				
Public Support:				
Federal grants	\$ 2,758,968	\$ -	\$ 2,758,968	\$ 3,343,768
State, local, and other grants	3,824,837	-	3,824,837	2,354,114
Contributions	141,631	343,000	484,631	444,890
Fundraising events	20,885	-	20,885	1,522
Net assets released from restriction	<u>243,043</u>	<u>(243,043)</u>	<u>-</u>	<u>-</u>
Total Public Support	6,989,364	99,957	7,089,321	6,144,294
Revenue:				
Department of Housing and Urban Development	2,940,896	-	2,940,896	2,872,237
Veterans Administrative grants	2,303,049	-	2,303,049	2,464,140
Contracted services	328,802	-	328,802	1,008,778
Patient services revenues, net	1,736,275	-	1,736,275	893,197
Medicaid - Federal and State, net	1,292,782	-	1,292,782	820,177
Rent and service charges, net	381,691	-	381,691	438,744
Other fees and miscellaneous	292,972	-	292,972	212,486
Other patient revenues	-	-	-	144,598
Outside rent	122,508	-	122,508	110,841
Management fees	36,960	-	36,960	35,478
Investment income/(loss)	(5,792)	-	(5,792)	2,708
Gain (loss) on disposal of fixed assets	-	-	-	332,618
Total Revenue	<u>9,430,143</u>	<u>-</u>	<u>9,430,143</u>	<u>9,336,002</u>
Total Public Support and Revenue	16,419,507	99,957	16,519,464	15,480,296
<u>Expenses:</u>				
Program	15,156,854	-	15,156,854	13,331,133
Administration	2,119,583	-	2,119,583	1,772,573
Fundraising	264,974	-	264,974	380,786
Total Expenses	<u>17,541,411</u>	<u>-</u>	<u>17,541,411</u>	<u>15,484,492</u>
Legal settlement, net (see Note 23)	1,119,434	-	1,119,434	-
Debt forgiveness	<u>98,087</u>	<u>-</u>	<u>98,087</u>	<u>-</u>
Change in net assets	95,617	99,957	195,574	(4,196)
Net Assets, Beginning of Year	<u>7,498,125</u>	<u>47,180</u>	<u>7,545,305</u>	<u>7,549,501</u>
Net Assets, End of Year	<u>\$ 7,593,742</u>	<u>\$ 147,137</u>	<u>\$ 7,740,879</u>	<u>\$ 7,545,305</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, 2016

(With Comparative Totals for the Year Ended June 30, 2015)

	<u>Program</u>	<u>Administration</u>	<u>Fundraising</u>	<u>2016 Total</u>	<u>2015 Total</u>
Expenses:					
Accounting fees	\$ -	\$ 54,671	\$ -	\$ 54,671	\$ 45,104
Advertising and promotion	4,135	6,194	124	10,453	5,921
Client expenses	196,185	-	-	196,185	237,585
Conferences, conventions, and meetings	53,193	1,426	299	54,918	25,639
Contract labor	261,391	-	16,018	277,409	289,589
Employee benefits	788,486	283,854	28,452	1,100,792	1,054,204
Grants	157,542	75	-	157,617	257,722
Information technology	158,019	32,889	33	190,941	148,414
Insurance	114,177	6,049	158	120,384	100,407
Interest	402,980	41,781	808	445,569	457,853
Legal fees	17,710	88,063	-	105,773	25,677
Management fees	-	11,624	-	11,624	10,518
Occupancy	5,674,641	79,130	3,651	5,757,422	4,447,022
Office expenses	146,474	43,912	2,915	193,301	206,997
Operational supplies	152,903	5,611	317	158,831	138,653
Other expenses	14,512	24,782	34,267	73,561	75,683
Payroll taxes	419,716	93,011	7,475	520,202	491,165
Professional fees	112,652	43,158	3,592	159,402	280,980
Salaries and wages	5,405,757	1,169,882	158,687	6,734,326	6,040,999
Security deposits	143,902	-	-	143,902	140,307
Staff development and expenses	16,966	3,839	224	21,029	86,768
Travel	57,575	1,999	354	59,928	50,160
Total Expenses Before Depreciation	<u>14,298,916</u>	<u>1,991,950</u>	<u>257,374</u>	<u>16,548,240</u>	<u>14,617,367</u>
Depreciation and amortization	<u>857,938</u>	<u>127,633</u>	<u>7,600</u>	<u>993,171</u>	<u>867,125</u>
Total Functional Expenses	<u>\$ 15,156,854</u>	<u>\$ 2,119,583</u>	<u>\$ 264,974</u>	<u>\$ 17,541,411</u>	<u>\$ 15,484,492</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, 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	\$ 195,574	\$ (4,196)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation and amortization	993,171	867,125
(Gain)/loss on disposal of fixed assets	-	(332,618)
(Gain)/loss on beneficial interest	5,747	(1,299)
Debt forgiveness	(98,087)	-
(Increase) Decrease In:		
Accounts receivable	158,095	(11,333)
Patient services receivable	(158,176)	138,594
Promises to give	-	50,000
Prepaid expenses	(94,844)	(37,494)
Increase (Decrease) In:		
Accounts payable	(214,819)	(151,424)
Accrued expenses	69,111	15,340
Deferred revenue	254,400	(74)
Other liabilities	6,624	(13,783)
Net Cash Provided by Operating Activities	<u>1,116,796</u>	<u>518,838</u>
Cash Flows From Investing Activities:		
Restricted deposits and funded reserves	(36,756)	(25,736)
Security deposits	(10,541)	965
Proceeds from sale of fixed assets	-	395,370
Purchase of fixed assets	(63,527)	(868,311)
Purchase of investments	-	(10,299)
Sale of investments	1,409	-
Net Cash Used by Investing Activities	<u>(109,415)</u>	<u>(508,011)</u>
Cash Flows From Financing Activities:		
Borrowings from line of credit	110,100	1,564,496
Payments on line of credit	(743,319)	(1,232,045)
Payments on long term borrowings	(285,717)	(238,228)
Net change in due to/from related organizations	(198,809)	(84,118)
Net Cash Used by Financing Activities	<u>(1,117,745)</u>	<u>10,105</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(110,364)	20,932
Cash and Cash Equivalents, Beginning of Year	<u>191,326</u>	<u>170,394</u>
Cash and Cash Equivalents, End of Year	<u>\$ 80,962</u>	<u>\$ 191,326</u>
Supplemental disclosures of cash flow information:		
Interest paid	<u>\$ 445,423</u>	<u>\$ 457,717</u>
Non-cash financing activities	<u>\$ -</u>	<u>\$ 132,000</u>
Debt forgiveness	<u>\$ 98,087</u>	<u>\$ -</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:**

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

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.

Accounting for Contributions and Financial Statement Presentation

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit

organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

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.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance, management has taken into account a variety of factors.

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 2016. 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.

Property and Equipment

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

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 25).

Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Donated Services

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying statement of activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Use of Estimates

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

Tax Status

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 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 they were filed.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2016, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

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. Concentration of Credit Risk - Cash and Cash Equivalents:

The carrying amount of the Organization's deposits with financial institutions was \$463,745 at June 30, 2016. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at June 30, 2016. The bank balance is categorized as follows:

Insured by FDIC	\$ 577,016
Insured by SIPC	<u>970</u>
Total Bank Balance	\$ <u>577,986</u>

4. Investments:

The Organization's investments are reported on the basis of quoted market prices and consist of the following at June 30, 2016:

	<u>Cost</u>	<u>Market Value</u>	<u>Unrealized Gain or (Loss) To Date</u>
Stocks	\$ <u>8,890</u>	\$ <u>8,890</u>	\$ <u>-</u>
Total	\$ <u>8,890</u>	\$ <u>8,890</u>	\$ <u>-</u>

5. Receivables, Net:

Accounts receivable at June 30, 2016 consists of the following:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants	\$ 699,014	\$ -	\$ 699,014
Medicaid	59,271	-	59,271
Other	67,229	-	67,229
Residents	108,263	(74,177)	34,086
Security deposits	<u>2,739</u>	<u>-</u>	<u>2,739</u>
Total	<u>\$ 936,516</u>	<u>\$ (74,177)</u>	<u>\$ 862,339</u>

Patient accounts receivable, related to the Organization's federally qualified health care center, consisted of the following at June 30, 2016:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Medicaid	\$ 336,379	\$ (92,737)	\$ 243,642
Medicare	70,942	(888)	70,054
Other	<u>268,500</u>	<u>(133,728)</u>	<u>134,772</u>
Total	<u>\$ 675,821</u>	<u>\$ (227,353)</u>	<u>\$ 448,468</u>

6. 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 20). 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, 2016 are as follows:

Current:	
Healthy at Home	\$ 52,208
Southern NH HIV/AIDS Task Force	7,941
Greater Nashua Council on Alcoholism	88,464
HH Ownership, Inc.	18,161
Harbor Homes III, Inc.	<u>13,692</u>
Subtotal current	180,466
Noncurrent:	
Milford Regional Counseling Services, Inc.	40,324
Harbor Homes II, Inc.	125,305
Welcoming Light, Inc.	<u>152,988</u>
Subtotal noncurrent	<u>318,617</u>
Total	<u>\$ 499,083</u>

Although management believes the above receivables to be collectible, there is significant risk that the noncurrent portion may not be.

7. Prepaid Expenses:

Prepaid expenses consist of the following items:

Prepaid deposits	\$ 78,884
Prepaid HRA	62,610
Prepaid other	<u>19,419</u>
Total	<u>\$ 160,913</u>

8. Property, Equipment and Depreciation:

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

Land	\$ 1,747,190
Land improvements	12,290
Buildings	16,130,760
Building improvements	6,013,576
Software	443,476
Vehicles	211,878
Furniture and fixtures	148,622
Equipment	372,116
Dental equipment	141,716
Medical equipment	<u>58,022</u>
Subtotal	25,279,646
Less: accumulated depreciation	<u>(6,139,851)</u>
Total	<u>\$ 19,139,795</u>

Depreciation expense for the year ended June 30, 2016 totaled \$993,171.

The estimated useful lives of the depreciable assets are 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 and medical equipment	5 - 7

9. Restricted Deposits and Funded Reserves:

Restricted deposits and funded reserves consist of escrow accounts and reserves which are held for various purposes. The following is a summary of the restricted accounts:

Security deposits	\$ 28,949
Reserve for replacements	349,466
Residual receipt deposits	<u>4,368</u>
Total	<u>\$ 382,783</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.

10. 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, 2016, the value of the fund was \$143,756.

11. Accrued Expenses:

Accrued expenses include the following:

Mortgage interest	\$ 2,328
Payroll and related taxes	293,486
Compensated absences - vacation time	444,852
Compensated absences - personal time	<u>48,461</u>
Total	<u>\$ 789,127</u>

12. Line of Credit:

At June 30, 2016, the Organization had a \$1,000,000 of credit available from TD Bank, N. A. due February 28, 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, 2016, the credit line had an outstanding balance of \$100,100 at an interest rate of 4.50%.

13. Deferred Revenue:

In 2016, the Organization entered an agreement with the State of New Hampshire to request a portion of the subsequent month's rent, in advance, for cash flow purposes. Deferred revenue represents July 2016 rents requested and advanced from the State of New Hampshire in June 2016.

14. Security Deposits:

Security deposits are comprised of tenant security deposits and other miscellaneous deposits. Tenant security deposits are held in a separate bank account in the name of the Organization. These deposits will be returned to residents when they leave the facility. Interest will be returned to residents who have had over one year of continuous tenancy.

15. 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>
2017	\$ 47,985
2018	<u>13,446</u>
Total	<u>\$ 61,431</u>

At June 30, 2016, equipment of \$132,000, net of amortization of \$8,800, related to this capital lease.

16. 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 organizations, 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, 2016 is \$100,323.

17. Mortgages Payable:

Mortgages payable as of June 30, 2016 consisted of the following:

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.	\$ 1,178,370
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.	1,163,073
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.	1,078,572
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$6,391, including principal and interest at 6.75%, maturing in 2031, secured by real property located at 45 High Street in Nashua, NH.	673,666
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.	663,735
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.	623,110
A mortgage payable to TD Bank, due in monthly installments of \$5,387, including principal and interest at 7.27%, maturing in 2025, secured by real property located on Maple Street in Nashua, NH.	422,816
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.	464,812

(continued)

(continued)

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.	292,426
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.	225,359
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.	134,099
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.	123,753
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.	96,438
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$1,283, including principal and interest at 3.73%, maturing in 2035, secured by real property located at 59 Factory Street in Nashua, NH.	<u>48,762</u>
Total	7,188,991
Less amount due within one year	<u>(256,680)</u>
Mortgages payable, net of current portion	<u>\$ 6,932,311</u>

The following is a summary of future payments on the previously mentioned long-term debt.

<u>Year</u>	<u>Amount</u>
2017	\$ 256,680
2018	224,455
2019	235,277
2020	249,072
2021	263,737
Thereafter	<u>5,959,770</u>
Total	<u>\$ 7,188,991</u>

18. Mortgages Payable, Deferred:

The Organization has deferred mortgages outstanding at June 30, 2016 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, 2016:

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>\$ 5,217,096</u>

* During fiscal year 2016, 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.

19. Temporarily Restricted Net Assets:

Temporarily restricted net assets are available for the following purposes at June 30, 2016:

<u>Purpose</u>	<u>Amount</u>
Above and beyond	\$ 600
Art supplies	750
Claremont	15,000
Client transportation	1,826
Christmas gifts	400
Dalianis bricks	735
Dentrix	10,000
Gilmore Center	39,332
Operation brightside	2,000
PEC	108
People's United grant	8,250
SCOAP	2,205
Software	50,553
Standdown	2,325
Thanksgiving	978
Veterans computers	5,630
Unitarian Church end homelessness	6,445
Total	<u>\$ 147,137</u>

Net assets were released from restrictions by incurring expenses satisfying the restricted purpose or by the passage of time.

20. 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.

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.

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 \$32,696, \$23,136 and \$54,336, respectively, for fiscal year 2016.

Harbor Homes, Inc. receives management fees from the related HUD projects.

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met, and therefore more meaningful separate statements have been prepared.

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

21. Deferred Compensation Plans:

The Organization maintains a 403(b) retirement plan. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the 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, 2016 were \$235,265.

The Organization maintains a deferred compensation plan for certain employees and directors (the "SA Plan"). The deferred compensation liability under the SA Plan was \$107,215 as of June 30, 2016 and was recorded as a long-term liability. This liability is offset by a corresponding long-term asset.

22. Concentration of Risk:

The Organization received revenue as follows:

Federal grants	\$	17%
State, local, and other agencies		23%
Department of Housing and Urban Development		18%
Department of Veterans Affairs		14%
Medicaid		8%
All other support and revenue		<u>20%</u>
Total	\$	<u>100%</u>

23. 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.

24. Fair Value Measurements:

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;

- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The estimated fair value of the Organization's financial instruments is presented in the following table:

	Carrying Value	Fair Value	Level One	Level Two	Level Three
Investments	\$ 8,890	\$ 8,890	\$ 8,890	\$ -	\$ -
Due from related organizations	499,083	499,083	-	-	499,083
Beneficial interest	143,756	143,756	-	-	143,756
Deferred compensation plan	100,591	100,591	100,591	-	-
Total assets	<u>\$ 752,320</u>	<u>\$ 752,320</u>	<u>\$ 109,481</u>	<u>\$ -</u>	<u>\$ 642,839</u>
Line of credit	\$ 100,100	\$ 100,100	\$ -	\$ 100,100	\$ -
Capital leases payable	61,431	61,431	-	61,431	-
Mortgages payable, tax credits	100,323	100,323	-	-	100,323
Mortgages payable	7,188,991	7,188,991	-	7,188,991	-
Mortgages payable, deferred	5,217,096	5,217,096	-	5,217,096	-
Total liabilities	<u>\$ 12,667,941</u>	<u>\$ 12,667,941</u>	<u>\$ -</u>	<u>\$ 12,567,618</u>	<u>\$ 100,323</u>

Fair Value Measurements
Using Significant Unobservable Inputs
Level 3

	Due from related organizations	Beneficial Interest	Due to related organizations	Mortgages Payable, Tax Credits
Beginning balance June 30, 2015	\$ 409,638	\$ 149,503	\$ 109,364	\$ 121,367
Advances	505,581	-	151,998	-
Reductions	(416,136)	(5,747)	(261,362)	(21,044)
Ending balance June 30, 2016	<u>\$ 499,083</u>	<u>\$ 143,756</u>	<u>\$ -</u>	<u>\$ 100,323</u>

25. 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:

	2016			2015	
	Gross Charges	Contractual Allowances	Charitable Care Allowances	Net Patient Service Revenue	Net Patient Service Revenue
Medicaid	\$ 1,881,339	\$ (721,905)	\$ -	\$ 1,159,434	\$ 676,037
Medicare	581,152	(334,815)	-	246,337	145,904
Third-party	915,313	(486,832)	-	428,481	121,007
Sliding fee/free care	188,069	-	(130,794)	57,275	13,929
Self-pay	215,915	-	(75,503)	140,412	123,384
Subtotal	3,781,788	(1,543,552)	(206,297)	2,031,939	1,080,261
Provision for bad debts				(295,664)	(187,064)
Total				\$ <u>1,736,275</u>	\$ <u>893,197</u>

26. Rent Expense:

The Organization has multiple grants requiring the payment of rents on behalf of the consumer. Rent expense totaling approximately \$5.0m 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.

27. 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.

28. Subsequent Events:

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2016 through November 2, 2016, the date the financial statements were available to be issued, have been evaluated by management for disclosure.

On August 17, 2016, the Organization entered into a revolving line of credit agreement. Under this agreement, \$500,000 is available to the Organization to provide for working capital requirements through February 18, 2017.

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 - ~~(6-18)~~

(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

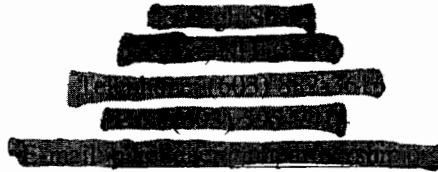
(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

Trent Smith - (6/18)
t

Vice Chair

- (Chair Executive Committee)
- (Chair, HCC Oversight Committee)
- (RDP Committee)

(1st term)



PROFESSIONAL EXPERIENCE

- 2006-Present** **President & CEO, Southern NH HIV Task Force**
- 2002-Present** **President & CEO, Greater Nashua Council on Alcoholism, Inc./ Keystone Hall, 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 of six nonprofit corporations (Partnership for Successful Living) creating and providing residential and supportive services, mental health care, primary/preventive health care, substance use disorder treatment and prevention services, supported employment and workforce development, professional training, and in-home health care to individuals and families who are homeless, living with disabilities, and/or are underserved/members of vulnerable populations. Responsible for initiation, development, and oversight of more than 80 programs comprising a \$22,000,000 operating budget; proposal development resulting in more than \$15,000,000 in grants annually; oversight of 350+ 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 individuals with mental and/or developmental disabilities. 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

- High School Valedictorian Award
- 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
- The Walter J. Dunfee Corporate Fund Award for Excellence in Non Profit Management 2009
- NH Magazine Business Excellence Award 2010
- Nashua Telegraph Humanitarian of the Year Award 2015
- Lionel W. Johnson Housing Award, Champion of Human Rights 2015

MEMBERSHIPS

- Member of the Department of Veterans Affairs Advisory Committee on Homeless Veterans
- Board Member, Community Health Access Network (CHAN)
- National Association of Social Workers
- Former member of the National Healthcare for the Homeless Board of Directors
- Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy
- Former Chair, Greater Nashua Continuum of Care

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

September 2016- Present

Maple Arms Shelter, Harbor Homes

Shelter Manager Manage daily operation of short term residential care program, operating in conjunction with longer term transitional housing program and veterans housing. Oversee staff activity, policy management, case management and referral, budgeting, staff assignment and resource procurement.

February 2008– September 2016

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

Ana Pancine



Career Focus	<p>Finance Professional with extensive experience in audit requirements, budget and forecasting, operational and variance analysis, financial reporting and full cycle of month-end closing. Proficient on time management to ensure accurate and timely reporting, as well as, skillful with a wide variety of software applications, including SAP, SAGE, MIP and custom accounting software.</p>
Past Accomplishments	<ul style="list-style-type: none"> • Prepared/Assisted on local hospitals contract with Agency to receive maximum reimbursement for new project. • Created several finance/accounting policy and procedures to ensure Federal guidelines are being met. • Achieved revenue objective by implementing cost-cutting measures. • Assessed accounting system structures and converted acquired company's accounting system to SAGE and SAP. • Reviewed posting and documents for correct entry, mathematical accuracy and proper coding and eliminated all errors showing on metrics and financial reports. • Developed several financial reports for the organization to ensure financial transparency. • Uncovered \$500,000 process errors with development of multiple source analytical auditing tools. • Maintain an error free audit with no management letters or comments for five years. • Completed several implementation changes within the financial department.
Experience	<p>Harbor Homes Inc. Nashua, NH November 2007 – Present</p> <p>Financial Controller</p> <ul style="list-style-type: none"> • Budget development for 92 cost centers and 8 affiliated agencies with annual expenses and revenue over \$22m • Supervise and Manage Business/Finance Office team composed by 15 staff members, performing duties such as: A/R, A/P, Staff Accountant, Senior Staff Accountant, Credentialing, Medicare/Medicaid/Private/Self-pay Billing. • Prepare operational and variance analysis for financial presentation based on organization, State and Federal guideline. • Internal and external reports for several State & Federal projects. • Prepare complex financial statements, internal/annual reports for planning and oversight of each program within organization • Prepare and review for accuracy all profit and loss, general ledger, trial balance reports for all 92 cost centers on a monthly basis • Knowledge of planning techniques, test and sampling methods involved in conducting audits. • Extensive experience with Financial Statements audits, reviews, compilations and audits for Governmental organizations (A-133). • Managed annual external audit resulting in no findings and no management comments on A-133 audits. • Provide support to VP of Finance on all special projects, as well as, current back up for this position. • Maintained accurate accounts including cash, inventory, prepaid, fixed assets, accounts payable, accrued expenses and line of credit transactions. • Provide oversight/approval for all general ledger entries, revenue recognition, purchase orders approvals, as well as all day to day accounting concerns/issues.

	<ul style="list-style-type: none"> • Prepare all budgets for Development Department to be submitted for competitive State, Federal and Local grant applications • Provide support to all program managers to ensure program compliances and financial requirements are met. • Review all financial requirements and financial accuracy for new and renewed contracts • Prepare, review and update all Finance/Accounting policies and procedure to ensure compliance with new Federal regulations. • Chair of the Greater Nashua Continuum Care (GNCOG), as well as, Chair of the GNCOG Board of Directors, composed by representatives of the Federal, State, and City Governments, housing program directors, local hospitals, social services agencies, financial institutions, private sector and religious institutions.
	<p>Hewlett-Packard Various locations August 2001 – November 2007</p> <p><i>Business Analyst February 2004 – November 2007</i></p> <ul style="list-style-type: none"> • Accountable for all metric reports for the PER Event team contracts in a monthly basis. • Responsible for revenue recognition for two districts, as well as, Latin America and Canada. • Accountable to update, present and distribute all reports related to the department, which included financial reports, risk reports, contract metric reports. • Provide quality reports for upper management to review the progress of the team. • Responsible for all the billings for Latin America and prepared currency translation reporting. • Manage ten cost centers with annual expenses of \$9m and revenue of \$18m, forecast on a quarterly basis, generate expense and revenue accruals, and establish budgetary guidelines for team members. • Variance reporting monthly for +/-1 % of forecasted to report to senior management. • Compile, reconcile, and obtain approval from customer for account metrics on a monthly basis. • Maintain global reporting of 200 employees with specific emphasis on geographic alignment, individual line counts, and organizational charts for account utilization and resource mapping • Approve time card for temporary employees, main contact for temporary agencies and responsible for hiring/releasing of temporary employees. • Main contact for all customers and service providers located in the Latin America territory. • Provided Financial Support for account closing. <p><i>Quality Controller/ System Support Adm June 2003 – February 2004</i></p> <ul style="list-style-type: none"> • Main contact between administrators and system support to prioritize technical errors. • Responsible for weekly, monthly and quarterly quality review reporting. • Responsible for weekly and monthly geography reports. • Maintain all employee related spreadsheets updated. • Manage quality review reports to ensure policies and procedures are being followed. • Mentoring new hires in their assigned positions. • Communicating with manager for tools necessary for team. • Categorize and notify managers of any performance issues. • Provide support for team members with problem solving.

	<p style="text-align: right;">Per Event Administrator August 2001 – June 2003</p> <ul style="list-style-type: none"> • Responsible for billing revenue. • Maintenance of contracts, including service changes and billing. • General office filing and organization. • Data Entry. • Assisting customer needs. • Solving any customer issues. • Revenue booking and customer assistance for Latin America/Caribbean territory. • Assistant and service provided for all customer located in the Latin America/Caribbean/Europe territory 	
Skills	<ul style="list-style-type: none"> • Windows • SIFT – Financial Database • Microsoft Office • Fundware/F9 	<ul style="list-style-type: none"> • PEARS/CHAMP/WFM • NCAS/SAP • SAGE - MIP • Fluent in Portuguese • Proficient in Spanish
Education	<p>Hesser College</p> <ul style="list-style-type: none"> • Bachelor of Science, Business Administration –concentration in Finance – Oct 2005 • Trained Medical Interpreter – Portuguese & Spanish • Trained Translator – Portuguese • Skilled USCIS Interpreter <p>Southern NH University</p> <ul style="list-style-type: none"> • MBA in Finance – graduation on May, 2017 	

CAROL J. FURLONG, LCMHC, MAC, MBA



SKILLS / ABILITIES / ACHIEVEMENTS PROFILE

Administration: Seasoned professional with progressive experience in diverse healthcare and educational environments, including operations, budget control, marketing, quality assurance, risk management, utilization review, facility design and management, human resources, and strategic planning.

Management: Self-starter with strong planning, controlling, organizing and leadership skills. Effectively manages resources and ensures compliance with established policies and procedures. Skilled in identifying and troubleshooting problem areas and implementing solutions. Developed comprehensive Quality Management program. Restructured billing, triage and customer service systems resulting in improved productivity and efficiency. Extensive managed care experience.

Human Resources: Skilled in recruiting, interviewing and selecting top personnel. Effective trainer, develops staff abilities to full potential. Motivates and retains employees using the mentor approach. Managed and supervised training and development of 100 personnel. Knowledgeable regarding multicultural issues. Effectively trained and prepared counseling professionals.

Communication: Articulate speaker and effective negotiator. Writes with strength, clarity and style. Natural ability to work with others. Consistently develops good rapport with staff, professionals, staff managers and community. Works well as part of a team or independently. Wrote and published several training and procedural manuals.

PROFESSIONAL EXPERIENCE

VICE PRESIDENT OF OPERATIONS **2005-present**
Harbor Homes, Inc. Nashua, NH
Senior management position overseeing residential and administrative staff of approximately 250 employees and coordinating a continuum of service delivery for those experiencing mental illness and homelessness and other populations. Develops and updates program plans, assures monitoring of implementation and develops/implements corrective actions as indicated. Provides education/consultation to staff, other agencies or community groups. Provides direct or indirect supervision to a clinical staff of approximately 40 Program Managers and MIMS workers. Assures quality/appropriateness of critical aspects of care through ongoing monitoring.

DIRECTOR OF COMMUNITY SUPPORT SERVICES DEPARTMENT **2003 – 2005**
Community Council of Nashua Nashua, NH
Developed and updated program plans, assures monitoring of implementation and develops/implements corrective actions as indicated. Provides education/consultation to staff, other agencies or community groups. Provides supervision to a clinical staff of approximately 40 therapists, case managers and MIMS workers. Develops Regional Planning of adult services. Assures quality/appropriateness of critical aspects of care through ongoing monitoring.

DIRECTOR OF OUTCOMES & SYSTEM IMPROVEMENT **1999-2003**
Community Council of Nashua Nashua, NH
Developed and maintained a Quality Management Program complying with NCQA and JCAHO standards. Monitored and supervised utilization review, evaluating the medical necessity, case management and continuation of care. Developed effective medical records protocols. Directs training and development function for the agency. Coordinated efforts resulting in highly successful JCAHO survey. Coordinates Customer Service and complaints process.

ADJUNCT FACULTY **1990-2005**
Rivier College Nashua, NH
Graduate Counseling Program – Instruct graduate counseling students in a variety of courses to include Group Therapy, Counseling Techniques, Substance Abuse Counseling, Clinical Assessment, Marriage & Family Therapy, and Prescriptive Behavioral Management Techniques. Have facilitated several Independent Study courses in a variety of topics.

PRIVATE PRACTICE **1999-Present**
Nashua, NH
Maintains private practice of approximately 40 clients. Coordinates care with primary care physicians and others. Coordinates treatment with managed care companies.

DIRECTOR OF REGIONAL BEHAVIORAL HEALTH QM**1997-1999****The Hitchcock Clinic****Bedford, NH**

Developed and maintained a Quality Management Program complying with NCQA standards for four Behavioral Health sites. Developed and implemented program expansion. Identified staffing requirements and facilitated subsequent downsizing to ensure cost effectiveness. Liaison between the Clinic and insurance plans. Monitored and supervised utilization review for the Southern Region, evaluating the medical necessity, case management and continuation of care. Recommended by insurance reviewers to other organizations for consultation services in order to assist these agencies in their compliance processes. Developed effective medical records protocols.

COORDINATOR OF MULTICULTURAL COUNSELING PROGRAM**1998-1999****Rivier College****Nashua, NH**

Coordinated the Bilingual/Multicultural Counseling Program in both guidance counseling and mental health fields. Recruits and advises professional students from local multicultural agencies. Developing a diversity-training program for use in area schools and businesses to enhance multicultural awareness. Instructor in Graduate Counseling Program.

CLINICAL DIRECTOR**1990-1997****The Hitchcock Clinic****Nashua, NH**

Developed and implemented program policies and procedures. Managed FTE and budgetary control while providing effective leadership to the staff. Improved out-referral system, while reducing out-referral expenditures. Developed cooperative collaboration measures with insurers' UM Departments. Supervised a staff of thirty employees. Senior member of the Regional Management Team, and also a member of the Nashua Medical Group Board of Governors.

PROGRAM DIRECTOR**1988-1990****Partial Hospitalization Program, Brookside Hospital****Nashua, NH**

Developed program components, structure, policies and procedures. Implemented FTE and budgetary control and supervised treatment staff. Initiated referral network and maintained marketing and referral relationships within the Greater Nashua community. Facilitated groups, provided case management and individual counseling including initial assessments. Monitored case management and utilization review processes with insurers.

PROGRAM DIRECTOR – SUBSTANCE ABUSE CLINIC**1985-1988****Department of the Army****West Germany**

Developed comprehensive preventive substance abuse program. Coordinated efforts with schools, civic organizations, civilian agencies and military organizations in order to integrate preventive education efforts. Supervised clinical and support staff of two treatment clinics. Maintained referral relationships with commanders.

ARMY COMMUNITY SERVICE DIRECTOR**1983-1985****Department of the Army****West Germany**

Developed comprehensive community support agency. Responsible for staffing and budgetary concerns. Composed informational publications, prepared financial and statistical reports and submitted budget requests to the U. S. government for agency funding. Responsible for FAP (Family Advocacy Program).

EDUCATION**MASTERS OF BUSINESS ADMINISTRATION DEGREE
IN HEALTHCARE ADMINISTRATION - 2001****Rivier College, Nashua****MASTERS OF SCIENCE IN EDUCATION (COUNSELING) - 1986****University of Southern California****BACHELORS IN EDUCATION (SPECIAL EDUCATION) –1974****Westfield State College, Westfield, MA****LICENSES AND CERTIFICATIONS****LICENSED CLINICAL MENTAL HEALTH COUNSELOR****New Hampshire License #100 – 1998****MASTERS ADDICTION COUNSELOR CERTIFICATION****1997**

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President and CEO	\$188,280	0%	\$0
Carol Furlong	VP of Operations	\$120,000	0%	\$0
Ana Pancine	Controller	\$75,000	5%	\$3,750
Tom Lopez	Program Manager	\$45,000	30%	\$13,500



4/12

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

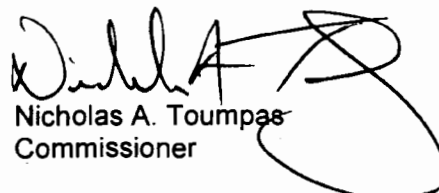
Source of Funds: 100% General Funds

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 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	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.


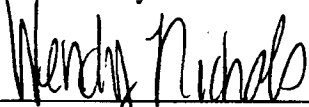
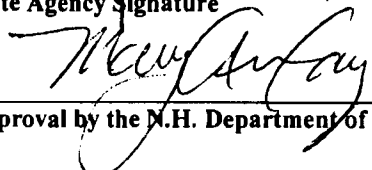
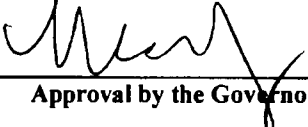
Reviewer Names

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: <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:
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 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.

[Handwritten Signature]
6/24/15



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.

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

Total program amount \$78,100.00

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.

[Handwritten Signature]
9/24/15



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 (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

[Signature]
4/24/15




- 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 Kelleher
Title: President & CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

Name: Peter Kelleher
Title: President & CEO

6/24/15
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



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

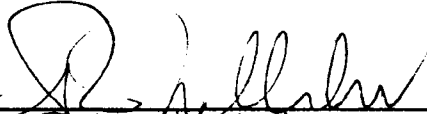
- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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 Kelleher
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

PK

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

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

6/24/15



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: Harbor Homes Inc.

Name: Peter Kelleher
Title: President & CEO

6/24/15
Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

2/17/15
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 Kelleher
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: _____



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:

State of N.H., County of Merrimack on 5/16/2017, 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.

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: Megan A. York
Title: Health 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.

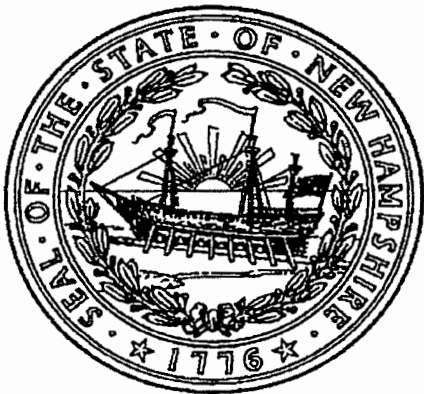
State of New Hampshire

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

Business Information

Business Details

Business Name:	HEADREST	Business ID:	61466
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	04/27/1972	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	04/27/1972		
Principal Office Address:	14 Church Street, Lebanon, NH, 03766, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Drug/Alcohol Rehab	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

CERTIFICATE OF VOTE

I, John A. Daubenspeck (Secretary) 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 5/11/17: (electronic vote of members)
(Date)

RESOLVED: That the Ford, Cameron, 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 11 day of May, 2017.
(Date Contract Signed)

4. Cameron Ford is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

John A. Daubenspeck
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 11th day of May, 2017.

By John A. Daubenspeck
(Name of Elected Officer of the Agency)

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

(NOTARY SEAL)

Commission Expires: 10/2/18





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2016

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

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

PRODUCER 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: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Philadelphia Insurance Co. INSURER B : Liberty Mutual Ins. Co. INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Headrest, Inc. 14 Church Street Lebanon, NH 03766	

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1364472	07/15/2016	07/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$																								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1364472	07/15/2016	07/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																								
A	<input checked="" type="checkbox"/> 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			PHUB507442	07/15/2016	07/15/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ 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	WC5-31S336377026	07/15/2016	07/15/2017	<table style="width: 100%; border: none;"> <tr> <td style="width: 10%; border: none;"></td> <td style="width: 10%; border: none; text-align: center;">PER STATUTE</td> <td style="width: 10%; border: none; text-align: center;">OTH-ER</td> <td style="width: 10%; border: none;"></td> <td style="width: 10%; border: none;"></td> <td style="width: 50%; border: none;"></td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;">E.L. EACH ACCIDENT \$ 500,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;">E.L. DISEASE - EA EMPLOYEE \$ 500,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;">E.L. DISEASE - POLICY LIMIT \$ 500,000</td> </tr> </table>		PER STATUTE	OTH-ER									E.L. EACH ACCIDENT \$ 500,000						E.L. DISEASE - EA EMPLOYEE \$ 500,000						E.L. DISEASE - POLICY LIMIT \$ 500,000
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					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 Vansant

HEADREST, INC.

AUDITED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2016 AND 2015

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, 2016 and 2015, 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, 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.

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
November 7, 2016

HEADREST, INC.
 STATEMENTS OF FINANCIAL POSITION
 JUNE 30, 2016 AND 2015

Assets	<u>2016</u>	<u>2015</u>
CURRENT ASSETS		
Cash	\$ 48,484	\$ 31,821
Accounts Receivable	84,943	44,762
Prepaid expenses	<u>3,829</u>	<u>0</u>
Total current assets	<u>137,256</u>	<u>76,583</u>
Assets Limited as to Use	51,127	132,753
PROPERTY AND EQUIPMENT		
Land	19,010	19,010
Building and improvements	229,467	229,467
Furniture, fixtures and equipment	<u>159,466</u>	<u>145,738</u>
Total property and equipment	407,943	394,215
Less accumulated depreciation	<u>312,921</u>	<u>303,959</u>
	<u>95,022</u>	<u>90,256</u>
OTHER ASSETS, loan origination fee, net of Amortization 2016 and 2015	<u>881</u>	<u>1,008</u>
TOTAL ASSETS	<u>\$284,286</u>	<u>\$300,600</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
 STATEMENTS OF FINANCIAL POSITION
 (continued)
 JUNE 30, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable	\$ 2,614	\$ 1,666
Notes payable and current portion of Long-term debt	9,047	8,685
Accrued payroll and related expenses	<u>22,694</u>	<u>43,364</u>
 Total Current Liabilities	 34,355	 53,715
 LONG-TERM DEBT, net of current portion	 <u>63,162</u>	 <u>72,222</u>
 Total liabilities	 <u>97,517</u>	 <u>125,937</u>
NET ASSETS		
Unrestricted net assets	<u>186,769</u>	<u>174,663</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u>\$284,286</u>	 <u>\$ 300,600</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
 STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
 YEARS ENDED JUNE 30, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
REVENUE AND SUPPORT		
State contracts	\$ 278,599	\$ 320,228
Local government grants	105,232	111,634
Private foundations	25,799	42,141
United Way	21,448	9,586
Service fees	262,714	133,832
Contributions	109,206	109,879
Interest and dividend income	<u>109</u>	<u>3,771</u>
Total revenue and support	<u>803,107</u>	<u>731,071</u>
EXPENSES		
Program Services:		
Outpatient	454,553	492,792
CMRD	<u>193,539</u>	<u>198,883</u>
Total program services	<u>648,092</u>	<u>691,675</u>
Supporting Services:		
General and administrative	126,453	123,035
Fundraising	<u>16,456</u>	<u>17,479</u>
Total supporting service	<u>142,909</u>	<u>140,514</u>
Total expenses	<u>791,001</u>	<u>832,189</u>
Increase (Decrease) in Unrestricted Net Assets	12,106	(101,118)
Unrestricted Net Assets, beginning of year	<u>174,663</u>	<u>275,781</u>
Unrestricted Net Assets, end of year	<u>\$ 186,769</u>	<u>\$ 174,663</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
 STATEMENTS OF CASH FLOWS
 YEARS ENDED JUNE 30, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (Decrease) in Net Assets	\$ 12,106	\$(101,118)
Adjustments to reconcile excess of revenues and support over expenses to net cash provided by operating activities:		
Depreciation and amortization	9,089	6,676
Changes in operating assets and liabilities:		
(Increase) Decrease in assets limited as to use	81,626	(7,801)
(Increase) Decrease in accounts receivable	(40,181)	12,984
(Increase) Decrease in prepaid expenses	(3,829)	15,962
Increase (Decrease) in accrued expenses	<u>(19,722)</u>	<u>2,435</u>
Net Cash Provided by Operating Activities	<u>39,089</u>	<u>(70,862)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of capital assets	(13,728)	--
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of long-term notes payable	<u>(8,698)</u>	<u>(8,363)</u>
Net Increase (Decrease) in Cash	16,663	(79,225)
Cash at Beginning of Year, unrestricted	<u>31,821</u>	<u>111,046</u>
Cash at End of Year, unrestricted	<u>\$ 48,484</u>	<u>\$ 31,821</u>
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Cash paid during the years for:		
Interest	<u>\$ 3,170</u>	<u>\$ 3,498</u>

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2016 AND 2015

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 \$186,769 and \$174,663 unrestricted net assets as of June 30, 2016 and 2015, 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, 2016 and 2015, respectively.

HEADREST, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2016 AND 2015

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, 2016 and 2015.

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, 2016 and 2015 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 \$51,127 and \$132,753 at June 30, 2016 and 2015. 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, 2016 AND 2015

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, 2016.

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, 2017, collateralized by all assets, with interest at Wall Street Journal prime. There was no outstanding balance at June 30, 2016 or 2015.

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consisted of the following as of:	<u>June 2016</u>	<u>June 2015</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.	<u>\$ 72,209</u>	<u>\$ 80,907</u>
Less current maturities	<u>9,047</u>	<u>8,685</u>
Long-term debt, less current maturity	<u>\$ 63,162</u>	<u>\$ 72,222</u>

HEADREST, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2016 AND 2015

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>	
2017	\$ 9,047
2018	9,412
2019	9,796
2020	10,193
2021	10,613
Thereafter	<u>23,148</u>
Total	<u>\$ 72,209</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, 2016 and 2015 were \$17,856 and \$20,070 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, 2016 and 2015 revenue from the contract was approximately 27% and 34%, respectively of total revenue.

NOTE 7 – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through November 7, 2016, the date which the financial statements were available to be issued.

HEADREST, INC.
 STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JUNE 30, 2016
 WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2015

	Program Services		Supporting Services			Combined Total 2016	Combined Total 2015
	Outpatient	CMRD	Total Program Services	General & Administrative	Fund Raising		
Personnel	\$331,228	\$108,724	\$439,952	\$38,357	\$12,338	50,695	\$514,698
Fringe benefits	48,489	15,917	64,406	5,615	1,807	7,422	94,737
Payroll taxes	26,545	8,713	35,258	3,074	988	4,062	39,988
Insurance	16,415	5,389	21,804	1,900	611	2,511	33,522
Professional fees	-	-	-	23,685	-	23,685	24,311
Supplies	7,692	5,725	13,417	9,421	-	9,421	21,924
Occupancy	6,776	11,366	18,142	3,716	-	3,716	18,146
Repairs and maintenance	6,594	11,061	17,655	3,615	-	3,615	20,183
Food	-	13,214	13,214	250	-	250	12,527
Billing Services	-	-	-	13,310	-	13,310	-
Communications	1,772	4,310	6,082	4,074	-	4,074	11,790
Travel	3,951	297	4,248	5,260	-	5,260	14,106
Depreciation	2,818	4,726	7,544	1,545	-	1,545	6,676
Marketing	-	-	-	6,195	-	6,195	4,776
Interest	971	1,665	2,636	534	-	534	3,498
Membership dues and fees	-	-	-	2,738	-	2,738	2,700
Professional development	1,302	321	1,623	565	-	565	4,173
Laundry	-	2,111	2,111	-	-	-	2,110
Printing and reproduction	-	-	-	986	712	1,698	1,161
Miscellaneous	-	-	-	1,613	-	1,613	1,163
	<u>\$454,553</u>	<u>\$193,539</u>	<u>\$648,092</u>	<u>\$126,453</u>	<u>\$16,456</u>	<u>\$142,909</u>	<u>\$791,001</u>
							<u>\$832,189</u>

See Independent Auditors' Report and Notes to Financial Statements

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

Cameron Ford

~~312 [REDACTED] Rocky Road~~
~~[REDACTED] Manchester, NH 03129~~

~~(603) 421- [REDACTED]~~
~~[REDACTED]@ [REDACTED].com~~

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

200 IV 1st Floor
Rt 101 Box 10255
Concord, NH 03301
603-860-1015

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 Outpatient 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

Lara Kristen Quillia

~~768-111-1111~~
~~White River Valley, VT 05001~~
~~(802) 253-1111~~

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

THOMAS HOWARD

SUMMARY

I am the owner and operator of Serenity Carpets, a small retail flooring store in Croydon N.H. I have been in the flooring business since 1984. My business services many apartment complexes such as the Claremont Manor, Winter St. Commons, and Sugar River Apts. in the Upper Valley. I also operate Serenity Farms, a small vegetable and beef producing 59 acre Farm in Croydon. Being interested in the helping professions I have decided to peruse a career as a Licensed Alcohol and Drug Counselor (LADC). I am currently the Residential Manager at Headrest a low intensity transitional living facility at 14 Church St. Lebanon N.H. I graduated from NHTI in May of 2014 with a degree in Addiction Counseling. I graduated with a 3.92 grade average. I am currently studying for the LADC exam, and should be licensed as a drug and alcohol counselor by September of this year. (If all goes well)

HIGHLIGHTS

- DSM-IV knowledge
- Court procedures familiarity
- Passion for social work
- Sound judgment
- Group homes
- Sound judgment
- Experience working with disabled persons
- Working with 12 step programs
- Skilled mediator
- Natural leader
- Compassion
- Community resources specialist
- Exceptional problem solver
- Charismatic public speaker
- Excellent analytical skills
- Outstanding interpersonal skills
- PowerPoint proficiency
- Quick learner
- Strong verbal communication

Child Protective Services (CPS)

ACCOMPLISHMENTS

Presenting

Demonstrates strong communication skills through (Serving as State Representative for Sullivan County from 2008-2012)

Researched and developed many issues for my constituents which resulted in positive legislation for education and natural resources and development in N.H.

Initiated legislation that streamlined education issues in NH

Current member of NH Farm Bureau of Sullivan County

Former member of the Board of Directors for Mountain view Counseling

Member of the Newport Chamber of Commerce
Ran four Boston Marathons
Have 3 wonderful children and 5
grandchildren whom I adore

I

EXPERIENCE

5/2015 to 5/2017

Residential Manager

5/2014 to 5/2015

Residential Counselor

9/2012 to 5/2014

Intern at Headrest for addiction counseling

3/1983 to 3/2017

Owner/operator retail store

Serenity Carpets - Croydon, NH

Registered Serenity Carpets as business with State of NH in 1989. Operated in Mass prior to 1989

01/1981 to 02/1983

Teacher/ teacher aid Physical ed

Hayden Academy - Dorchester, Mass

EDUCATION

Education

Boston State College - Boston, Mass., U.S.A.

Bunker Hill Community College (general Studies) 1986

NHTI-Graduated

with degree in

addictions

counseling with

3.92 average

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 administered 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/Spere 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

Headrest, Inc.
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
Kathleen Russo	Clinical Director	70,000	20%	14,000
Thomas Howard	Residential Coordinator	41,152	20%	8,230
Rhonda Bishop	Case Manager	37,411	20%	7,482
Lara Quilla	Case Manager	37,411	20%	7,482

* Resumes for these five Headrest personnel are included in this amendment.



44 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.

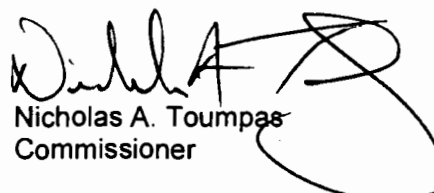
Area Served: Statewide

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	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

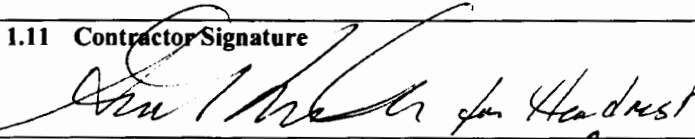
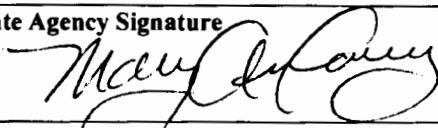
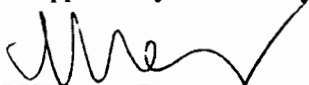
Subject: State Grant-In-Aid Funds Program

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, MCADC 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 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. 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.

Contractor Initials: ST
Date: 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

Contractor Initials: ST
Date: 6/28/15

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.

Contractor Initials: 3J
Date: 6/28/15



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.

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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.

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6/28/15



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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6/28/15



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 \$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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6/28/15



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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- 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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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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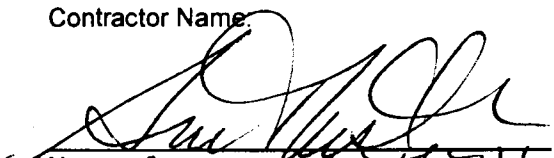


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

6/28/15
Date

Contractor Name: 
Name: Suzanne E. Thistle
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-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.

6/28/15
Date

Contractor Name:

Suzanne L. Thistle
Name: Suzanne L. Thistle
Title: Executive Director

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**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.

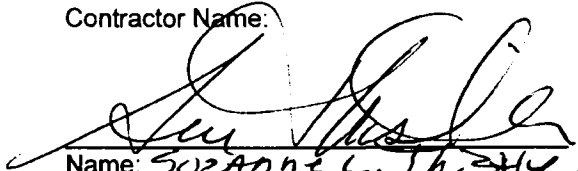
PRIMARY COVERED TRANSACTIONS

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.

6/28/15
Date

Contractor Name:

Name: SUZANNE L. J. HU
Title: EXECUTIVE DIRECTOR

Contractor Initials ST
Date 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

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

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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

Contractor Initials ST
Date 6/28/15



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.

02/08/15
Date

Contractor Name:


Name: Suzanne L. Luister
Title: Executive Director

Contractor Initials

Date

SL
02/08/15



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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Date 6/28/15



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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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

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4/28/15



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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4/28/15



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 Conway</u>	<u>[Signature]</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>MARY ANN CONWAY</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:

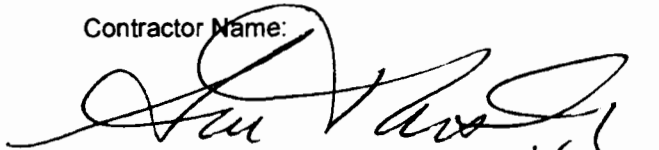
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
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.

Contractor Name:


Name: Suzanne L. Tristie
Title: Executive Director

6/28/15
Date

ST
6/28/15



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: 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: _____

Contractor Initials ST
Date 6/28/15



30.8

**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 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.

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5/31/17
6/1/17



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

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. Theorien
Name:
Title: Acting Director
Charles E. Theorien

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

My Commission Expires: DIANE M. PARADIS, Notary Public
My Commission Expires July 11, 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

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:

CD
3/3/17
6/1/17



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.

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.

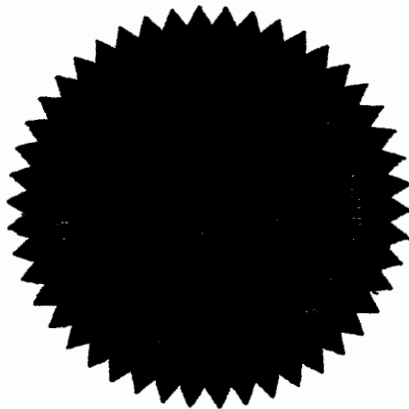
7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #2, Section 5.2 of this Agreement.

CD
6/11/17
6/11/17

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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

Business Information

Business Details

Business Name:	HELPING HANDS OUTREACH MINISTRIES, INC.	Business ID:	125185
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	01/11/1988	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	01/11/1988		
Principal Office Address:	50 Lowell Street, Manchester, NH, 03101, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / TO PROVIDE RELIEF FROM POVERTY AND DISTRESS IN THE COMMUNITY	

CERTIFICATE OF VOTE

I, Diane Paradise, 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 Center.
(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 05/31/17:
(Date)

RESOLVED: That the Acting 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 1 day of June, 2017.
(Date Contract Signed)

4. Charles E Therrien is the duly elected Acting Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Diane Paradise
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 1st day of June, 2017.

By Diane Paradis
(Name of Elected Officer of the Agency)

Deborah D. Mayo
(Notary Public/Justice of the Peace)

(NO FARY SEAL)

Commission Expires: 9/7/2021





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2017

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

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

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	
		INSURER(S) AFFORDING COVERAGE INSURER A: Harleysville Worcester Ins Co	NAIC # 26182
INSURED Helping Hands Outreach Ministries Inc 50 Lowell St Manchester NH 03101-1635		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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 CERTIFICATION 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:			MPA0000099914Y	1/1/2017	1/1/2018	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 Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA 0000099916Y	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Physical Damage Schedule \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CMB0000099915Y	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	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				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 Janice.Southwick@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/JSC <i>Michael Caruso</i>
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE
05-12-2017

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 ELLIOT INS AGENCY 11 N MAST ST STE 3 GOFFSTOWN, NH 03045	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : ACE AMERICAN INSURANCE COMPANY	NAIC #
INSURED HELPING HANDS OUTREACH MINISTRIES INC. 50 LOWELL ST MANCHESTER, NH 03101	INSURER B :	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			6S62UB 0G342214	04-17-2017	04-17-2018	E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

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

CERTIFICATE HOLDER**CANCELLATION**

BHHS
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

JOHN J. LUPICA, President

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, 2016

CONTENTS

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Statement of Financial Position	2
Statement of Activities and Changes in Net Assets	3
Statement of Functional Expenses	4
Statement of Cash Flows	5
Notes to Financial Information	6-10

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, 2016, 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

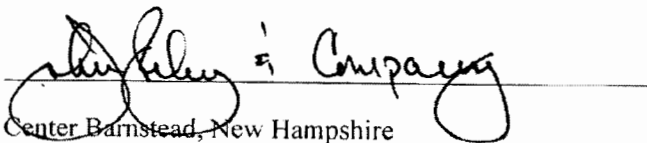
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about 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, 2016, 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

August 19, 2016

HELPING HANDS OUTREACH MINISTRIES, INC.
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2016

ASSETS

CURRENT ASSETS

Cash and equivalents	\$ 1,283
Accounts and grants receivable	-
	<u>1,283</u>

PROPERTY AND EQUIPMENT, at cost

Land and buildings	892,912
Building improvements	68,842
Furniture and equipment	62,004
	<u>1,023,758</u>
Less accumulated depreciation	(261,984)
	<u>761,774</u>

\$ 763,057

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Note payable, bank	\$ 39,864
Current maturities of long-term debt	37,463
Accounts payable and accrued expenses	46,433
	<u>123,760</u>

OTHER LIABILITY, long-term debt less current maturities 589,448

NET ASSETS

Unrestricted net assets	49,849
Temporarily restricted net assets	-
	<u>49,849</u>

\$ 763,057

See Notes to Financial Statements

HELPING HANDS OUTREACH MINISTRIES, INC.
STATEMENT OF ACTIVITIES
Year Ended June 30, 2016

UNRESTRICTED NET ASSETS

Revenue and Support:

Support - public agencies	\$ 27,300
Support - individuals, corporations and churches	2,780
Rents	28,959
Program service revenues	156,948
Interest income	1
	<u>215,988</u>
Net assets released from restrictions	64,517
	<u>280,505</u>

Functional expenses:

Program services	235,986
Management and general	7,365
Fundraising	-
	<u>243,351</u>

Increase in unrestricted net assets	<u>37,154</u>
-------------------------------------	---------------

TEMPORARILY RESTRICTED NET ASSETS

Support - public agencies	64,517
Net assets released from restrictions	
Satisfaction of donor-imposed restrictions	<u>(64,517)</u>
Increase in temporarily restricted net assets	<u>-</u>

Operating (loss)	37,154
------------------	--------

NET ASSETS, beginning of year	<u>12,695</u>
-------------------------------	---------------

NET ASSETS, end of year	<u>\$ 49,849</u>
-------------------------	------------------

See Notes to Financial Statements

HELPING HANDS OUTREACH MINISTRIES, INC.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30, 2016

	Program Services	Management & General	Fundraising	Total
Automobile expense	\$ 3,064	\$ -	\$ -	\$ 3,064
Salaries and wages	62,672	-	-	62,672
Payroll taxes	4,861	-	-	4,861
Depreciation and amortization	21,640	-	-	21,640
Employee benefit - major medical	6,545	-	-	6,545
Insurance - worker compensation	6,811	-	-	6,811
Insurance - Directors	-	-	-	-
Occupancy:				
Insurance - building	7,478	-	-	7,478
Repairs and maintenance	26,822	-	-	26,822
Utilities	49,831	-	-	49,831
Equipment rental	1,092	-	-	1,092
Office supplies and expense	1,696	1,696	-	3,392
Bank service charges	464	-	-	464
Professional fees	-	5,483	-	5,483
Shelter supplies	7,754	-	-	7,754
Gendron House supplies	3,227	-	-	3,227
Interest expense	26,075	-	-	26,075
Telephone & internet	1,705	-	-	1,705
Benevolence	200	-	-	200
Staff development	50	-	-	50
Other direct program expenses	3,999	186	-	4,185
	<u>\$ 235,986</u>	<u>\$ 7,365</u>	<u>\$ -</u>	<u>\$ 243,351</u>

See Notes to Financial Statements

HELPING HANDS OUTREACH MINISTRIES, INC.
STATEMENT OF CASH FLOWS
Year Ended June 30, 2016

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	\$ 37,154
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:	
Depreciation	21,640
(Decrease) in accounts payable and accrued expenses	<u>(10,198)</u>
Net cash provided by operating activities	<u>48,596</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Payments for equipment additions	<u>(1,231)</u>
Net cash (used in) investing activities	<u>(1,231)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Repayment of note payable	(6,422)
Repayments of long-term debt	<u>(41,326)</u>
Net cash (used in) financing activities	<u>(47,748)</u>
Net (decrease) in cash and cash equivalents	(383)
Cash and cash equivalents, beginning of year	<u>1,666</u>
Cash and cash equivalents, end of year	<u>\$ 1,283</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION	
Cash payments for:	
Interest	<u>\$ 26,075</u>

See Notes to Financial Statements

HELPING HANDS OUTREACH MINISTRIES, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

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, 2016, 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, 2016

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, 2016

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 \$1,225 have been reflected in the financial statements, relating to professional fees valued at \$3,725 for which the Ministry was billed \$2,500.

NOTE 3. RESTRICTIONS ON NET ASSETS

As of June 30, 2016, there were no temporarily restricted net assets.

HELPING HANDS OUTREACH MINISTRIES, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

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>\$ 39,864</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	\$ 110,664
--	------------

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	291,419
--	---------

Note payable, other financing entity, with interest at 0%, due in annual installments of \$14,985 through October 2027	<u>224,828</u>
--	----------------

Less: current maturities	626,911
Long-term debt	<u>(37,463)</u>
	<u>\$ 589,448</u>

The Ministry has a line of credit arrangement with TD Banknorth (Manchester, NH) in the amount of \$50,000. At June 30, 2016, borrowings against this line amounted to \$39,864. At June 30, 2016, 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, 2016, the Ministry has successfully refinanced these obligations.

Future maturities of long-term debt are as follows:

Year ending June 30:

2017	\$ 37,463
2018	39,061
2019	40,775
2020	42,612
2021	44,581
Thereafter	<u>422,419</u>
	<u>\$ 626,911</u>

HELPING HANDS OUTREACH MINISTRIES, INC.
NOTES TO FINANCIAL STATEMENTS (Continued)
June 30, 2016

NOTE 5. SUPPORT FROM GRANTS AND AWARDS

Unconditional grants and awards consist of promises received during the year ended June 30, 2016:

Temporarily restricted:

State of New Hampshire – Grant-In-Aid	\$ 60,000
Federal Emergency Management Agency grant	4,517
Total Unrestricted	<u>\$ 64,517</u>

Temporarily restricted:

U.S Department of Housing and Urban Development – Operating grant	<u>\$ 27,300</u>
--	------------------

NOTE 6. 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 7. 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 2012.

NOTE 8. SUBSEQUENT EVENTS

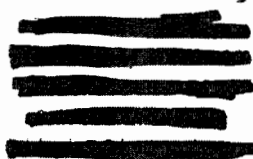
The Ministry has evaluated subsequent events through August 19, 2016, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the period ended June 30, 2016.

HELPING HANDS OUTREACH CENTER
BOARD OF DIRECTORS

2017

- **Richard D. Doyle, Executive Director** Spouse, [REDACTED]
rich@hh-oc.org (10/2013)
Helping Hands Outreach Center 623-8778 (w)
[REDACTED]
- **Mr. Charles Therrien, Board Chair**
AFLAC Insurance Agent
Charles@petrainsurance.info (2008)
[REDACTED]
- **Craig Donais, Esq., Secretary**
Civil Lawyer
craig.donais@donaislaw.com [REDACTED] (W)
[REDACTED]
- **Cameron Ford** [REDACTED] (C)
CEO Iron Heart- Veterans non-profit
fordcam@hotmail.com
[REDACTED]
- **Diane Paradis**
Secretary
Eastern Bank- Branch Manager
D.Paradis@easternbank.com
[REDACTED]
- **Judi Farr** [REDACTED]
Judi@buyNHHOUSE.com
Keller Williams Reality- Independent Broker
[REDACTED]
- **Mr. Geoffrey Kacoyanis, Esq.** Spouse, [REDACTED]
geoff.kacoyanis@bostocklaw.com (2008)
[REDACTED]

Richard Doyle



Education

Springfield College (09/ 2011- 06/01/14)

500 Commercial Street

Manchester, NH 03102

Human Services- Bachelor's

Phi Gamma Mu Honor Society Inductee (September 2012) GPA: 4.0

Graduation: December 2013 (Summa Cum Laude)

Manchester Community College (1/2009-5/2011)

Manchester, NH 03102

Liberal Arts- Human Services Certificate (GPA: 3.74)

Phi Theta Kappa (Inducted 2010)

Graduation Date: May 25, 2011

Middlesex Community College (1/93- 5/93)

591 Springs Road

Bedford, Massachusetts 01730

Undeclared- Illustration (GPA: 3.8)

Skills

- Implement and maintain program directives and best practices suggested by SAMSHA. (5+ Yrs.)
- MS Word, Excel, & Access database advanced proficiency. (18+ Yrs.)
- HMIS database maintenance (98% accuracy and completeness).
- HUD Federal implementation and annual reporting proficiency.
- HUD goals generation, target implementation, analysis, and program evaluations.
- Peripheral services & programming needs required for those who have an addiction & mental impairments.
- Recruit, manage, & retain volunteer staffing for house functionality (10-25 Volunteers).
- Individual job and life skills coaching.
- Facility operations and improvements implementation for program growth and self-sufficiency.
- ISP creation, execution, and annual review.
- FBA & ABA behavioral techniques.
- Integral knowledge of 12-step programs (AA & NA).
- Inventory control/ inventory (8+ Yrs.).
- S.O.A.R. SSDI/SSI Application assistance

Experience

Helping Hands Outreach Ministries, Inc. (12/2006- Current)

50 Lowell Street

Manchester, NH 03101

603-623-8778

Supervisor- Charles Therrien- Board Chair

Executive Director (10/15/13- Current)

- All functions Inclusive in Job Title including Grant application, management and execution, hiring of all compensated employees and volunteer staff.

References Available Upon Request

- Execution of all local, state and federal requirements including reporting, filing, CoC participation.

Program Director- Gendron House (01/2008- 10/14/13)

- Success rates over 80% and maintains participation of participants between nine months to two years while in program.
- Effective program implementation, inception, and facility management.
- Recruit, coach, and retain volunteer staffing pool of three to six persons for house functionality including management, maintenance, and cooking duties.
- HMIS data lead for Helping Hands organization including accurate and time sensitive data entry, compiled statistical reports, and combined analytical reports for state and federal review and funding.
- HUD Quarterly and yearly statistical and analytical reporting for state and federal reports.
- Participant interventions involving rehabilitation, counseling, and quality of life improvements.

HUD Facilitator- Helping Hands Safe Haven (02/2008- 10/14/13)

- Maintain 95%+ participation within program guidelines
- Yearly APR consolidation, analysis, and reporting for HUD grantee required by state and federal government.
- Maintained and retained funding source for program perpetuation.
- Assist individuals with skills building, financial budgeting, and other life skills to increase self-sufficiency.

Residential Cook Volunteer (12/2006-03/2008)

- Maintained house kitchen and attained consistent 97-99 grade ratings for kitchen during city inspections.
- Provide nightly meals for house participants ranging from 12 to 28 persons daily.
- Daily ordering, rotation, and accurate, effective inspection of house stock and supplies.

Salvation Army (09/2011- 05/06/2016)

McKenna House
100 North Fruit Street
Concord, NH 03301
Phone (603) 228-3505
Supervisor: Lorrie Dale (Executive Director)

Case Manager (09/2012- 10/20/12)

House Supervisor (09/2011- 05/06/16)

Easter Seals (09/09-1/10)

555 Auburn Street
Manchester, NH 03103
603-621-3438
Supervisor- Jason Beauchesne/Christy Nault

Alzheimer's Program Intern

- Provided effective and constructive direct services to those who have been diagnosed with Alzheimer's disease and/or severe cognitive impairments.

Peer Support (09/2006-11/2006)

Easter Seals: Farnum Center
235 Hanover Street
Manchester, NH 03104
(603) 622-3020

References Available Upon Request

GUY L. TORGERSEN
Associates Degree in Addiction Counseling Candidate

Phone [REDACTED]
Linked In Profile [REDACTED]

Email : [REDACTED]
[http://\[REDACTED\]](http://[REDACTED])

PROFESSIONAL EXPERIENCE

Helping Hands Outreach Ministries **June 2016-Present**
Case Manager/CRSW

Provide complete and holistic case management services for 28 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.

Hope for New Hampshire Recovery Community Center **October 2015-Present**
Recovery Coach/CRSW

- 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.

Christian Aftercare Ministries **2013-Present**
Board of Directors

Non-Profit headquartered in Manchester responsible for assisting ex-offenders transition to the community providing housing, job placement, support and encouragement.

- Assist ex inmates and homeless with accountability partner and encourage and support them throughout their substance use disorder recovery.
- Lead a men's bible study for those in transitional housing.
- Elected to Board of Directors in March 2015.
- Facilitate and support fundraising for the annual dinner in October.

Family Promise of Rockingham County **2012-Present**
Committee Member

Provides a safe place for homeless families with children to turn for food, shelter, education, and social services and get back on their feet.

- Advocate for homeless families and providing for their needs through a social services and non-profit network.
- Coordinate food and shelter for the families via the churches in our social network.

Guy L. Torgersen

Phone:

603-809-9007

Linked In Profile

<https://www.linkedin.com/pub/guy-torgersen/0/419/846>

New Hampshire State Prison

2009-Present

Men's Group Facilitator

- Lead a men's group in New Hampshire State Men's Prison. Provide encouragement and support.

ADDITIONAL PROFESSIONAL EXPERIENCE

Server Options Category Specialist, MarketStar Corporation, South Jordan, UT	2013-2015
Regional Sales Manager, C2G, Formerly Cables to Go, Moraine, OH	2007-2012
Regional Sales Manager, ViewSonic Corporation, Walnut, CA	2005-2007
Retail Account Manager, Creative Lab, Milpitas, CA	2003-2005
National Account Manager, Iomega Corporation, Roy, UT	1997-2003
Account Manager, US Robotics/3Com, Skokie, IL	1992-1997
Regional Sales Manager, PowerCore, Manteno, IL	1989-1992

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

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
Recovery Community Messaging Training by Beyond Influence and Hope for New Hampshire Recovery-September 2015

COMPUTER SKILLS

Excel, PowerPoint, Microsoft Word

KRIS KALISCZUK

SKILLS PROFILE

- Painting
- Cooking
- Customer service
- Management

- I worked at Helping Hands (an outreach center) in Manchester New Hampshire which gave me the chance to help myself and others people stay clean and sober. – 2011 to 2015

Communication Skills - I have developed, from my past experience and training, a tendency of using highly effective customer relationship skills. Interact well with all levels of management / coworkers – communicate by phone, email and in-person. Experience presenting complex information to large groups.

Computer Skills - Proficient with PC and MAC and the full Microsoft Office Suite. Have worked with many different operating system programs when related to a business' inventory database. Have created software programs for the manipulation of databases, produced many Excel spreadsheets, and have exposure to several online programs such as QuickBooks, WebEx, GoToMeeting and Optimal Resume. Have html and web design experience. Have certificated training in medical billing and coding.

ACADEMIC BACKGROUND

Golenious Poland
1969 - 1973
High school

GENERAL EXPERIENCE

Helping Hands Outreach Center 2011 to 2016
House Manager
Manchester, NH

Caprioli Painting 2006 to 2008
Supervisor
Manchester, NH

King Painting Inc. 1998 to August 2006
Project Manager
Manchester, NH

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Richard Doyle	Executive Director	50,000	6%	3,000
Guy Torgersen	Case Manager	34,594	20%	7,020
Krys Kalaczcsuk	House Manager	12,480	12%	1,495



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

2LA mac

9/21/16 #21A

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.

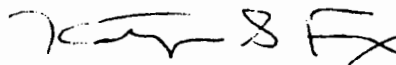
These services fit into the Department's overall strategy for the treatment of substance use disorders by ensuring individuals have access to services the moment they are ready to engage in recovery. Safe and supportive housing is a critical component of the continuum of care that is supported by the 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

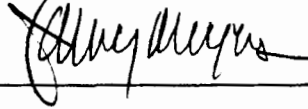


Respite Care Services in support of Safe Stations program

This amendment shall be effective upon the date of Governor and Executive Council approval.

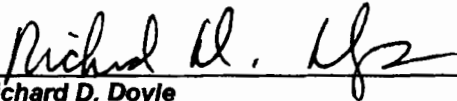
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services



9/9/16
Date

Helping Hands Outreach Ministries, Inc.



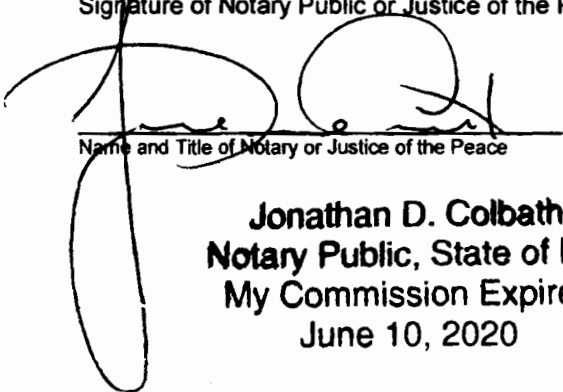
Richard D. Doyle
Executive Director

9/7/16
Date

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



Name and Title of Notary or Justice of the Peace

Jonathan D. Colbath
Notary Public, State of NH
My Commission Expires
June 10, 2020

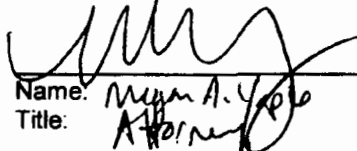
Respite Care Services in support of Safe Stations program



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

OFFICE OF THE ATTORNEY GENERAL

Date 9/12/16


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

AM
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.

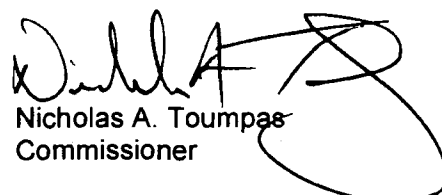
Area Served: Statewide

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

Blidder 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

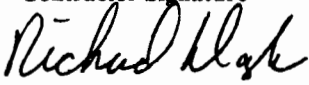
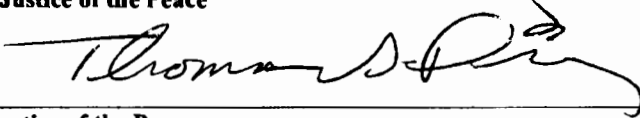
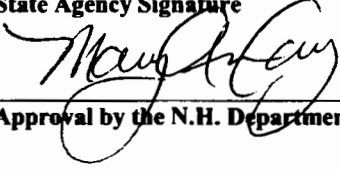
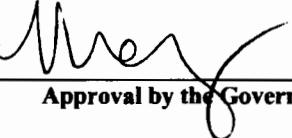
Subject: State Grant-In-Aid Funds Program

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 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. 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. 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 			
1.13.2 Name and Title of Notary or Justice of the Peace Thomas S. Pierog 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. Lane - 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: 7/13/15

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

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.



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

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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.



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 (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:

7/13/15
Date

Richard D. Doyle
Name: RICHARD D. DOYLE
Title: EXECUTIVE DIRECTOR

Contractor Initials RD
Date 7/13/15



**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

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

Date 7/13/15



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:

7/13/15
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 (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

HELPING HANDS OUTREACH MINISTRIES
RICHARD D. DOYCE INC.
 Name of the Contractor

Mary Ann Cooney
 Signature of Authorized Representative

Richard D. Doyle
 Signature of Authorized Representative

MARY ANN COONEY
 Name of Authorized Representative

RICHARD D. DOYCE
 Name of Authorized Representative

Associate Commissioner
 Title of Authorized Representative

EXECUTIVE DIRECTOR
 Title of Authorized Representative

7/15/15
 Date

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**



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.

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

Maurice Ryan
Name: Maurice Ryan
Title: Director

Laconia Area Community Land Trust, Inc.

5/11/17
Date

[Signature]
Name:
Title: Executive Director

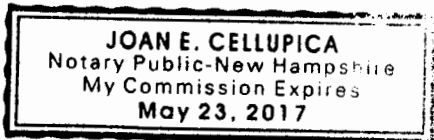
Acknowledgement of Contractor's signature:

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

~~5/10/17~~ 5/30/17
Date

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:



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.



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.

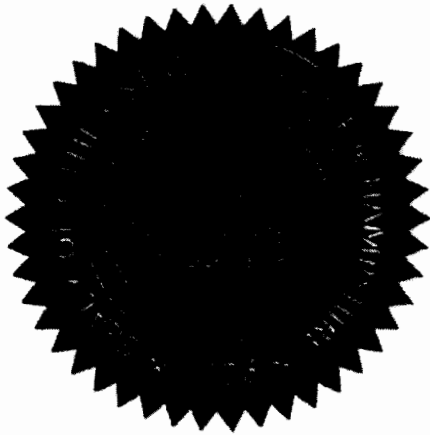
Handwritten initials in black ink, appearing to be 'CJW'.

5-10-17

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	LACONIA AREA COMMUNITY LAND TRUST, INC.	Business ID:	136017
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	10/18/1988	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	10/18/1988		
Principal Office Address:	658 Union Avenue, Laconia, NH, 03246, USA	Mailing Address:	658 Union Avenue, Laconia, NH, 03246, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2010
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / CHARITABLE & EDUCATIONAL PURPOSES RE HOUSING	

Page 1 of 1, records 1 to 1 of 1

CERTIFICATE OF VOTE

I, Caitlin McCurdy, 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 May 10, 2017:
(Date)

RESOLVED: That Carmen Lorentz
(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 May, 2017.
(Date Contract Signed)

4. Carmen Lorentz is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Caitlin G. McCurdy
(Signature of the Elected Officer)

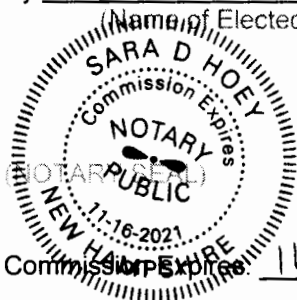
STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 11th day of May, 2017.

By Caitlin G. McCurdy
(Name of Elected Officer of the Agency)

S. Hoey
(Notary Public/Justice of the Peace)



Commission Expires 11-16-21



CERTIFICATE OF LIABILITY INSURANCE

LACON-2

OP ID: V2

DATE (MM/DD/YYYY)

03/08/2017

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 Melcher & Prescott-Laconia 426 Main Street Laconia, NH 03246 Melcher & Prescott Ins-VIP	CONTACT NAME: Laconia- C/L House Accounts
	PHONE (A/C, No, Ext): 603-524-4535 FAX (A/C, No): 603-528-4442 E-MAIL ADDRESS:
INSURED Laconia Area Community Land Trust, Inc. & LACLT Corp. 658 Union Ave Laconia, NH 03246	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 :	

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

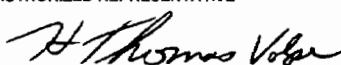
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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			ECP0364381	01/01/2016	01/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Business Owners						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SWC1132429	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N <input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
						BUILDING 320,000	
						PROPERTY 50,000	

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**CANCELLATION**

NHDCON3 NH DHHS 129 Pleasant Street Concord, NH 03301-3857	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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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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DECEMBER 31, 2016 AND 2015

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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							
Memberships 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	\$ 3,951,587	\$ -	\$ 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										2016 Total Functional Expenses	2015 Total Functional Expenses
	Transitional Services	Tenant Support	Affordable Housing Production	Rental Properties	Home- Ownership Center	Asset Management	Total Program Services	Fundraising	General and Administrative			
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	6,093	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	<u>641,427</u>	<u>185,965</u>
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	<u>(4,632,561)</u>	<u>(251,835)</u>
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	<u>4,065,700</u>	<u>490,378</u>
Net Increase In Cash	74,566	424,508
Cash, beginning of year	<u>1,946,117</u>	<u>1,521,609</u>
Cash, end of year	<u>\$ 2,020,683</u>	<u>\$ 1,946,117</u>
Cash Paid During The Year For:		
Interest	<u>\$ 26,316</u>	<u>\$ 26,977</u>

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	<u>\$8,282,370</u>	<u>\$4,450,369</u>

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	<u>\$ 1,606,645</u>	<u>\$ 1,561,645</u>

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
	\$ 18,946	\$ 19,656

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
	\$ 20,429	\$ 8,079

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>2015</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
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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 58,269
Depreciation 124,433

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	Lawson Persson & Chisholm, PC	Associate Attorney
Erin Weller Vice Secretary	Paramount Settlement Services	Processor
Aaron Bassett Board Member	Burrito Me	Owner
Ross Currier Board Member	Retired VP	Conneston Construction, Inc.
Ashley Davis Board Member	Four Seasons - Sotheby's International Realty	Broker Associate
Michael Gagnon Board Member	JG Realty	Realtor/Associate Broker
Jenna Pancoast Board Member Tenant Representative	Genesis Healthcare	Ventilator Nurse
Thomas Rodrigue Board Member Tenant Representative	Retired	Retired

Carmen R. Lorentz

EXPERIENCE

January 2017 to
present

LACONIA AREA COMMUNITY LAND TRUST, Laconia, NH

Executive Director

- Serves as chief executive officer with responsibility for the overall operation and administration of a \$46 million real estate portfolio of affordable rental housing.
- Works with an active board of directors and oversees a staff of 7, as well as several contractors, to provide access to housing for persons of low and moderate income.

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.
- Oversee 25-person staff offering direct assistance to businesses with relocation to the state, expansion, exporting, government contracting, job training, and workforce development.
- Craft biennial budget requests and advocate 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.
- Built a new team of staff, partners, and contractors to implement the strategic plan.
- 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.

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

February 2016 – Present

Resident Services Coordinator

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

October 2015 – February 2016

Family Support Specialist

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

August 2014 – August 2015

Direct Service Coordinator & Domestic Violence Specialist

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

September 2013 – August 2014

AmeriCorps Victim Assistance Program Advocate

- 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

June 2012 - September 2012

Fundraising and Development Intern

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

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

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
Finance Director & Asset Manager

10/2006-Present

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
Financial Services Manager

4/2006-9/2006

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
Controller

2000-2006

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
Accounting Manager

1997-2000

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

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Eliza Phinney	Resident Services Coordinator	\$38,000	6 6%	\$25,000
Carmen Lorentz	Executive Director	\$110,000	0%	\$0
Stuart LaSalle	Finance Director	\$90,000	0%	\$0
Joan Cellupica	Accounting Manager	\$41,000	0%	\$0



44 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.

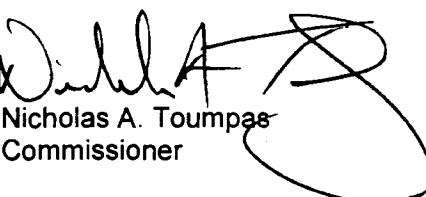
Area Served: Statewide

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 **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	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	185
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.

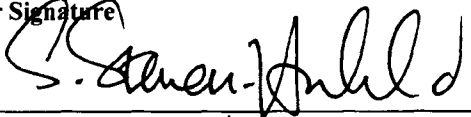
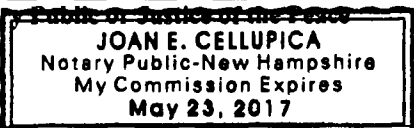
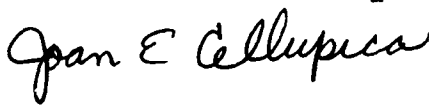
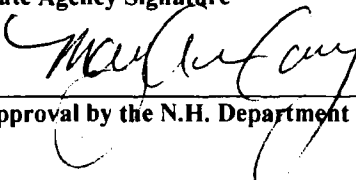
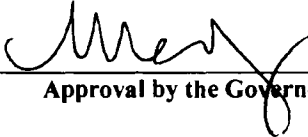
Reviewer Names

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 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 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. 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: CSA
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: CSA
Date: 7/1/2015

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.

SSA
7/1/2015



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.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.

LSH
7/1/2015



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
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Total program amount	\$85,000.00
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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;

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Date *7/1/2015*



- 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

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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.

[Handwritten Signature]
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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- 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



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

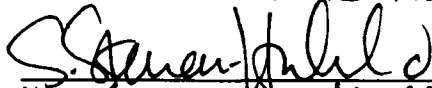
The undersigned certifies, to the best of his or her knowledge and belief, that:

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: SAL STEVEN 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

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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.

Date 7/1/2015

Contractor Name: LACONIA AREA Community
Land Trust, Inc.

Name: STEVE HUBBARD
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

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

Contractor Initials

7/17/2015



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
LAND TRUST, INC.
S. Steven Hubbard
Name: SAL STEVEN HUBBARD
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 SSH
Date 7/1/2015



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.



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

[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

[Handwritten Signature]
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.

[Handwritten Signature]

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) 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
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 Hubbard
 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 Hubbard

Name: SAL STEVEN HUBBARD

Title: HOUSING DEVELOPMENT DIRECTOR

7/1/2015
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: 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
3/1/2015

**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.



**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

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

[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 #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.

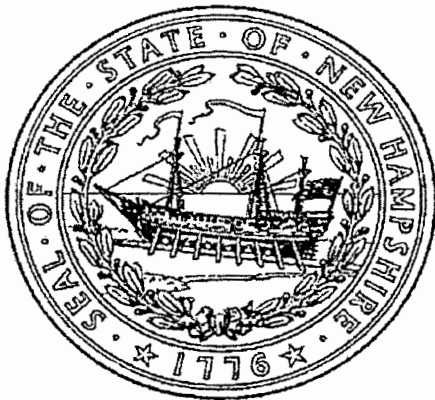
State of New Hampshire

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

Search Business Names

Search Result

[Back](#)

Business Name	Business ID	Business Type	Principal Office Address	Registered Agent Name	Duration	Status
MARGUERITE'S PLACE, INC.	193531	Domestic Nonprofit Corporation	87 PALM ST, NASHUA, NH, 03060, USA	N/A	Perpetual	Good Standing

Page 1 of 1, records 1 to 1 of 1

[Back](#)

NH Department of State, Corporation Division, State House Annex, 3rd Floor Room 317, 25 Capitol St,
Concord, NH 03301 Email: corporate@sos.nh.gov (<mailto:corporate%40sos.nh.gov>)

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CERTIFICATE OF VOTE

I, Philippe J. Bouchard, 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 May 10, 2017:
(Date)

RESOLVED: That the CEO and 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 10th day of May, 2017.
(Date Contract Signed)

4. Barbara A. Alves is the duly elected CEO and President
(Name of Contract Signatory) (Title of Contract Signatory)
of the Agency.


Philippe J. Bouchard (Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

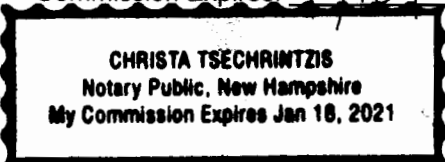
The forgoing instrument was acknowledged before me this 10 day of May, 2017.

By Philippe J. Bouchard
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 1/18/2021





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2016

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

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

PRODUCER 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 E-MAIL ADDRESS: cbeauregard@eatonberube.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Marguerite's Place, Inc. & MP Housing 85 Palm Street Nashua NH 03060	INSURER A: Hanover Insurance	
	INSURER B: AmTrust Group	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 613020288 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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			ZBV6580909	10/7/2016	10/7/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$
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			ZBV6580909	10/7/2016	10/7/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> 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 \$0			UHV6580957	10/7/2016	10/7/2017	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		N	VVWC3233275	11/1/2016	11/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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			ZBV6580909	10/7/2016	10/7/2017	Ea Wrongful act \$1,000,000 Aggregate \$2,000,000

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

Workers Compensation Information: No Excluded officers; Coverage for NH.

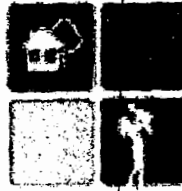
CERTIFICATE HOLDER

CANCELLATION

State of NH, Department of Health & Human Services
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



**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, 2015 and 2014

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, 2015 and 2014, 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, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Jose A. Sery PA *CRA*

Nashua, NH
July 20, 2016

MARGUERITE'S PLACE, INC.
STATEMENTS OF FINANCIAL POSITION
December 31, 2015 and 2014

	2015	2014
ASSETS		
<u>CURRENT ASSETS</u>		
Cash	\$ 225,360	\$ 229,234
Cash restricted	33,538	33,522
Investments	1,351,670	1,643,960
Accounts receivable	17,876	24,949
Prepaid expenses	22,903	32,873
	1,651,347	1,964,538
<u>PROPERTY & EQUIPMENT</u>		
Land, building and improvements	1,033,305	998,855
Equipment	55,515	54,117
Furniture and fixtures	59,462	32,207
	1,148,282	1,085,179
Less accumulated depreciation	(561,092)	(521,076)
	587,190	564,103
	\$ 2,238,537	\$ 2,528,641
LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Loan payable	\$ -	\$ 80,000
Accrued expenses	18,297	30,025
Security deposits	1,840	2,944
	20,137	112,969
<u>LONG-TERM DEBT</u>	333,520	333,520
<u>NET ASSETS</u>		
Unrestricted	1,786,381	1,966,538
Temporarily restricted	17,999	35,114
Permanently restricted	80,500	80,500
	1,884,880	2,082,152
	\$ 2,238,537	\$ 2,528,641

The Accompanying Notes Are An Integral Part
of These Financial Statements.

MARGUERITE'S PLACE, INC.
STATEMENTS OF ACTIVITIES
For The Years Ended December 31, 2015 and 2014

	2015				2014			
	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	\$ 175,636	\$ -	\$ -	\$ 175,636	\$ 195,954	\$ -	\$ -	\$ 195,954
Federal Department of Housing and Urban Development	-	-	-	-	15,660	-	-	15,660
City of Nashua	10,928	10,929	-	21,857	8,294	8,294	-	16,588
MP Housing contribution	80,000	-	-	80,000	-	-	-	-
Contributions	200,828	3,725	-	204,553	-	15,920	-	172,128
In-kind contribution	8,816	-	-	8,816	156,208	-	-	49,312
In-kind contribution - interest	33,352	-	-	33,352	49,312	-	-	33,352
Special events	107,848	-	-	107,848	33,352	-	-	145,673
Client fees	124,604	-	-	124,604	145,673	-	-	100,605
Investment income	(15,369)	-	-	(15,369)	100,605	-	-	96,720
Net assets released from restrictions	31,769	(31,769)	-	-	9,000	(9,000)	-	-
Satisfaction of purpose restriction	758,412	(17,115)	-	741,297	810,778	15,214	-	825,992
TOTAL PUBLIC SUPPORT AND REVENUES								
EXPENSES								
Supportive services	321,193	-	-	321,193	355,829	-	-	355,829
Childcare	384,941	-	-	384,941	361,160	-	-	361,160
Administrative	151,451	-	-	151,451	151,326	-	-	151,326
Fundraising	80,984	-	-	80,984	83,833	-	-	83,833
TOTAL EXPENSES	938,569	-	-	938,569	952,148	-	-	952,148
Change in net assets	(180,157)	(17,115)	-	(197,272)	(141,370)	15,214	-	(126,156)
NET ASSETS, Beginning of Year	1,966,538	35,114	80,500	2,082,152	2,107,908	19,900	80,500	2,208,308
NET ASSETS, End of Year	\$ 1,786,381	\$ 17,999	\$ 80,500	\$ 1,884,880	\$ 1,966,538	\$ 35,114	\$ 80,500	\$ 2,082,152

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	<u>\$ 321,193</u>	<u>\$ 384,941</u>	<u>\$ 706,134</u>	<u>\$ 151,451</u>	<u>\$ 80,984</u>	<u>\$ 938,569</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

MARGUERITE'S PLACE, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended December 31, 2014

	Supportive Services	Childcare	Total Program	Administrative	Fundraising	Total Expenses
Salaries	\$ 159,543	\$ 232,036	\$ 391,579	\$ 81,112	\$ 46,954	\$ 519,645
Fringe benefits	25,881	31,284	57,165	10,712	-	67,877
Payroll taxes	13,815	20,053	33,868	8,858	3,592	46,318
Telephone	1,022	2,091	3,113	608	414	4,135
Postage	479	480	959	367	147	1,473
Dues/subscriptions	272	256	528	3,247	419	4,194
Printing/office supplies	2,922	3,054	5,976	2,028	889	8,893
Staff travel	1,537	212	1,749	344	232	2,325
Staff development	305	1,121	1,426	-	-	1,426
Repairs/maintenance	7,033	6,670	13,703	100	-	13,803
In-kind repairs/maintenance	38,115	4,521	42,636	1,685	-	44,321
Water/sewer	3,754	1,192	4,946	742	-	5,688
Utilities	2,078	4,365	6,443	1,453	-	7,896
Insurance	11,614	10,512	22,126	5,792	-	27,918
Exterminator	733	529	1,262	29	-	1,291
Household supplies	1,067	1,321	2,388	144	-	2,532
Dietary costs	913	14,038	14,951	762	-	15,713
Contractual costs	2,858	3,145	6,003	3,958	-	9,961
Public relations	216	155	371	759	-	1,130
Professional fees	274	104	378	8,100	-	8,478
Resident's needs/activities	1,734	520	2,254	-	-	2,254
Real estate taxes	3,995	856	4,851	856	-	5,707
Miscellaneous	1,658	2,132	3,790	884	-	4,674
Bad debts	-	3,164	3,164	-	-	3,164
HUD service fee refund	23,780	-	23,780	-	-	23,780
Substitute teachers and RA's	-	2,432	2,432	-	-	2,432
Special events costs	-	-	-	-	31,186	31,186
Investment fees	-	-	-	12,595	-	12,595
Total expenses before depreciation and mortgage interest	305,598	346,243	651,841	145,135	83,833	880,809
Depreciation	21,503	11,567	33,070	4,917	-	37,987
In-kind interest expense	28,728	3,350	32,078	1,274	-	33,352
Total expenses	<u>\$ 355,829</u>	<u>\$ 361,160</u>	<u>\$ 716,989</u>	<u>\$ 151,326</u>	<u>\$ 83,833</u>	<u>\$ 952,148</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, 2015 and 2014

	2015	2014
Cash flows used in operating activities		
Cash received from public support and revenues	\$ 625,818	\$ 663,399
Cash paid to suppliers and employees	(858,144)	(838,525)
Interest and dividend income received	<u>31,278</u>	<u>23,854</u>
Net cash used in operating activities	<u>(201,048)</u>	<u>(151,272)</u>
Cash flows provided by investing activities		
Capital expenditures	(63,103)	(6,855)
Purchase of securities	(257,514)	(511,451)
Sale of securities	518,911	495,442
Increase (decrease) in security deposits	(1,104)	(736)
Increase in cash escrow	(16)	(79)
Repayment of notes receivable	<u>-</u>	<u>27,333</u>
Net cash provided by investing activities	<u>197,174</u>	<u>3,654</u>
Net decrease in cash	(3,874)	(147,618)
Cash, Beginning of Year	<u>229,234</u>	<u>376,852</u>
Cash, End of Year	<u>\$ 225,360</u>	<u>\$ 229,234</u>
Supplemental Information		
Assets acquired through in kind contributions	<u>\$ -</u>	<u>\$ 4,991</u>
Loan forgiven	<u>\$ 80,000</u>	<u>\$ -</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, 2015 and 2014

	2015	2014
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
Change in net assets	\$ (197,272)	\$ (126,156)
Adjustments:		
Depreciation	40,016	37,987
Contribution - debt forgiveness	(80,000)	-
Unrealized (gains) loss on investments	114,787	16,893
Realized gains on investments	(68,140)	(89,759)
In-kind capital assets	-	(4,991)
Contributions - stock	(15,754)	-
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	7,073	11,678
(Increase) decrease in other receivables	-	5,113
(Increase) decrease in prepaid expenses	9,970	(3,850)
Increase (decrease) in accrued expenses	(11,728)	1,813
Net cash used in operating activities	\$ (201,048)	\$ (151,272)

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, 2015 and 2014

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, 2015 and 2014

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 not required for the years ended December 31, 2015 and 2014.

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 2012 through 2015. 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, 2015 and 2014

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, 2015			
Mutual funds shares	\$ 1,324,640	\$ 1,351,670	\$ 27,030
December 31, 2014			
Mutual funds shares	\$ 1,502,142	\$ 1,643,960	\$ 141,818

MARGUERITE'S PLACE, INC.
NOTES TO FINANCIAL STATEMENTS
For The Years Ended December 31, 2015 and 2014

NOTE C. INVESTMENTS (Continued)

The following schedule summarizes the investment return for the year:

	<u>2015</u>	<u>2014</u>
Interest and dividend income	\$ 31,278	\$ 23,854
Realized gains	68,140	89,759
Unrealized gains (loss)	<u>(114,787)</u>	<u>(16,893)</u>
	<u>\$ (15,369)</u>	<u>\$ 96,720</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 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>2015</u>	<u>2014</u>
City of Nashua	\$ 10,929	\$ 8,294
Playground	-	23,475
Supportive services	<u>7,070</u>	<u>3,345</u>
	<u>\$ 17,999</u>	<u>\$ 35,114</u>

NOTE F. PERMANENTLY RESTRICTED NET ASSET

Permanently restricted net assets at December 31, 2015, and 2014 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, 2015 and 2014

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 2015 or 2014.

	<u>2015</u>	<u>2014</u>
Investment income used by operations:		
Interest	\$ 1,434	\$ 1,063
Appreciation (depreciation)	<u>(2,146)</u>	<u>3,496</u>
	<u>\$ (712)</u>	<u>\$ 4,559</u>

NOTE G. LOAN PAYABLE

The Organization received a loan from MP Housing, Inc. in 2008. The note was unsecured, non-interest-bearing, and was due on demand. In December 2015, MP Housing, Inc. voted to forgive the balance due.

NOTE H. LONG-TERM DEBT

Long-term debt consists of the following:

	<u>2015</u>	<u>2014</u>
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	<u>-</u>	<u>-</u>
	<u>\$ 333,520</u>	<u>\$ 333,520</u>

MARGUERITE'S PLACE, INC.
NOTES TO FINANCIAL STATEMENTS
For The Years Ended December 31, 2015 and 2014

NOTE H. LONG-TERM DEBT (Continued)

The obligations to Nashua include interest at 10% per annum. The interest payment is waived if occupancy requirements are met. The amount of interest that is waived annually is reflected as revenue and expense in the accompanying statements of activities. There are no principal reductions due 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 24% and 26% of public support and revenues were derived from contracts with the Federal and New Hampshire governments in 2015 and in 2014, respectively.

NOTE J. RELATED PARTY

The Organization's executive director provides direct and administrative services to MP Housing, Inc. The Organization was reimbursed \$24,475 in years 2015 and 2014. 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, 2015 and 2014

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, 2015 and 2014 there were no such transfers.

For the years ended December 31, 2015 and 2014, 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, 2015 and 2014

NOTE L. FAIR VALUE INVESTMENTS (Continued)

The following tables present the Organization's fair value hierarchy for the investments as of December 31, 2015 and 2014.

	Total	Quoted Prices Active Markets for Identical Assets Level 1	Significant Observable Inputs Level 2	Significant Unobservable Inputs Level 3
<u>December 31, 2015</u>				
Investments	\$ 1,351,670	\$ 1,351,670	\$ -	\$ -
<u>December 31, 2014</u>				
Investments	\$ 1,643,960	\$ 1,643,960	\$ -	\$ -

NOTE M. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated events through July 20, 2016, the date that the financial statements were available to be issued.

In January 2016, the Organization obtained a demand loan of \$200,000 from MP Housing, Inc. at no interest. It received \$185,000 of those fund in January 2016.

**Marguerite's Place, Inc. & MP Housing Inc.
Board of Directors-Officers of the Board of Directors 2017**

<p>CHAIR OF BOARD Philippe J Bouchard President Corriveau Insurance Agency 115 Main St # 6 Nashua, NH 03060-2727 (w) 883-5528 phil@corriveauinsurance.com</p> <p>Mailing address: [REDACTED] [REDACTED] Joined: January, 2009</p>	<p>VICE-CHAIR Laurie Watkins Engineering Director BAE Systems NCA1-5707C 95 Canal Street Nashua, NH. 03060 (w) 885-7496 Laurie.a.watkins@baesystems.com</p> <p>Mailing Address: 3 [REDACTED] [REDACTED] [REDACTED] Joined: June, 2012</p>	<p>SECRETARY Jennifer McManus Site Director/General Manager Lockheed Martin Missiles & Fire Control 16 Maple Rd. Chelmsford, MA 01824</p> <p>Jennifer.mcmanus@lmco.com cc: luann.boohar@lmco.com</p> <p>Mailing Address: [REDACTED] [REDACTED] [REDACTED] Joined: May, 2015</p>	<p>TREASURER Rebecca MacLennan VP of Finance & Operations, Bishop Guertin High School 194 Lund Road Nashua, NH 03060 (w)889-4107 macleannanr@bghs.org</p> <p>Mailing Address: [REDACTED] [REDACTED] [REDACTED] Joined: May, 2016</p>
<p>MEMBER Executive Committee Lori Paul Sr Director of HR Comcast Cable 676 Island Pond Road Manchester, NH 03109 Lori_Paul@cable.comcast.com (w) 603-628-3770</p> <p>Mailing Address: [REDACTED] [REDACTED] Joined: May, 2015</p>	<p>MEMBER Executive Committee Richard Guidoboni Senior QA Engineer Fidelity Investments 3 Contra Way Merrimack, NH 03054 (w) 603-791-1179</p> <p>rguidoboni@comcast.net</p> <p>Mailing Address: [REDACTED] [REDACTED] Joined: December, 2014</p>	<p>Dick Plamondon CFO St. Joseph Hospital 172 Kinsley Street Nashua, NH 03060 (w) 598-3352 (f) 889-1651 dplamondon@sjnh.org cc: kjtaylor@sjnh.org</p> <p>Mailing address: 30 Benny Lane Concord, NH 03305 Joined: 2006</p>	<p>Deborah Novotny Commercial Lender Enterprise Bank 45 Lowell Road Hudson, NH 03051 (w) 546-0459 Deborah.Novotny@ebtc.com</p> <p>Mailing Address: [REDACTED] [REDACTED] [REDACTED] Joined: September, 2015</p>
<p>Kathie Rice Orshak VP Mission Integration St. Joseph Hospital 172 Kinsley St. Nashua, NH 03060 (w) 598-3301 kriceorshak@sjnh.org</p> <p>Mailing Address: [REDACTED] [REDACTED] Joined: January, 2013</p>	<p>Michael J. DeFelice President, Stallion Builders 99 Northeastern BLVD Nashua, NH 03062 877-425-3468</p> <p>M.DeFelice@StallionBuilders.com</p> <p>Mailing Address: 200 [REDACTED] Rd Hudson, NH 03051 Joined: January, 2014</p>	<p>Michael Carignan Deputy Chief, Nashua Police Dept. Panther Drive; PO Box 785 Nashua, NH 03062 (w) 594-3610</p> <p>Carignanm@nashuapd.com</p> <p>Mailing Address: [REDACTED] [REDACTED] [REDACTED] Joined: July, 2015</p>	<p>Sara B. Crisp, Esq. Attorney The Law Office of Katherine J. Morneau, PLLC 30 Temple Street, Suite 503 Nashua, NH 03060 (603) 943-5647 scrisp@MorneauLaw.com</p> <p>Mailing Address: [REDACTED] [REDACTED] [REDACTED] Joined: December, 2016</p>
<p>Douglas Howard District Homeless Student Liaison Nashua School Department Nashua High South 36 Riverside St Nashua, NH 03062</p> <p>Douglas.howard@snhu.edu</p> <p>Mailing Address: [REDACTED] [REDACTED] Nashua, NH 03062 Joined: January, 2016</p>	<p>James M. Gallagher III Commercial Loan Officer Merrimack County Savings Bank 101 Broad Street Nashua, NH 03064 (w) (603) 879-8520</p> <p>jgallagher@mcsbnh.com</p> <p>Mailing Address: 12 Fletcher Rd. Williamstown, NH 03097 Joined: January, 2016</p>	<p>Barbara Alves CEO/President (non-voting) 87 Palm Street Nashua, NH 03060 (w) 598-1582 balves@margueritesplace.org</p> <p>Mailing address: [REDACTED] [REDACTED] Nashua, NH 03062</p>	<p>Candace Gordon Childcare Director (non-voting) 87 Palm Street Nashua, NH 03060 (w) 598-1582 cgordon@margueritesplace.org</p> <p>Mailing address: 52 Thornton Rd. Nashua, NH 03063</p>

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

1991-2005

Administrator

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

1988-1991

Human Resource Manager

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

1985-1988

Regional Manager

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

CANDACE GORDON
cgordon@margueritesplace.org

SUMMARY

Excellent management and communication skills with experience in overseeing the administration of a culturally and economically diverse, NH Licensed Plus childcare facility.

PROFESSIONAL HISTORY

Director of Childcare

Childcare Center, Marguerite's Place Inc., Nashua, NH 03063

May 2016

Responsible for the operation and instructional leadership at a Licensed Plus Childcare Program.

- Reports to the CEO
- Prepare budgets and provides monthly childcare reports to the Board of Directors
- Hire, train, and evaluate teachers and provide supervision of teachers, childcare volunteers, interns and other support staff
- Create instructional resources for use in the classroom and monitor students and teachers for progress
- Establish performance goals and objectives
- Administer record keeping, web based state billing
- Establish and maintain rapport with parents
- Work actively with teachers to maintain high curriculum standards
- Review instructional objectives and adjust accordingly
- Meet with other administrators, parents, and community organizations

Assistant Director

Childcare Center, Marguerite's Place Inc., Nashua, NH 03063

January 2013-May 2016

- **Provided seamless coverage in the extended absence of the Director of Childcare. Assumed all responsibilities of that position while performing the duties of the Assistant Childcare Director**
- Assist Childcare Director with daily operations to include: enrollments, tours, home visits with clients living in transitional housing, state web billing, and parent conferences
- Responsible for the management and scheduling of program staff
- Provide assessments for children with behavioral challenges
- Provide family assessments as part of the transitional housing intake process
- Assisting in the interviewing, hiring, training, and terminating of staff
- Mentoring staff in designing developmentally appropriate activities and environments for children
- Providing input to staff for maintaining safe and healthy, indoor and outdoor environments
- Replacing absent staff in all classrooms on an as-needed basis
- Providing professional guidance to staff

Early Childhood Lead Teacher

Marguerite's Place Inc., Nashua, NH. 03060

May 2011- January 2013

- Provide an enriched positive environment for children and families dealing with issues of homelessness, abuse, addiction and poverty.
- Worked in lead capacity with all age groups-preschool.
- Incorporated social emotional learning within the classroom
- Served on a team to implement the Positive Behavior Intervention Support (PBIS)
- Led efforts on lesson planning environment, planning behavior modification and family communications

Marguerite's Place, Inc.
RFP-2018-BHHS-01-STATEG
SGIA Funds
Amendment #1

Early Childhood Teacher

Small Adventures, Amherst NH 03031

January 2010-May 2011

- Provided a positive environment for children
- Maintained daily routines, and curriculum planning
- Nurtured relationships with parents and children and provided daily communication, meetings and conferences
- Monitored weekly/monthly attendance of children and staff
- Opened and closed building and program daily

Early Childhood Teacher/ Staffing Coordinator

Adult Learning Center, Nashua 03060

December 1995-May 2009

- Created daily schedule and implementation
- Planned the curriculum based on the overall needs as well as individual needs of each child and family
- Monitored weekly/monthly attendance of children and staff
- Monitored weekly USDA checklists, required for New Hampshire licensing regulations
- Scheduled all program staff for routine daily break coverage, as well as staffing for vacation/sick time
- Opened and closed building and program
- Co-facilitated and oversaw biweekly Family Support Groups with confidentiality and thoughtfulness for each family's unique situation.
- Co-chair of fundraising committee for Early Childhood program, allowing for our non-profit agency to offer participation to its employees to attend conferences, workshops and CPR/First Aid trainings
- Offered additional office administration/reception support, answering incoming/outgoing phone calls for enrollment, service inquiries, as well as community resource inquiries with thoughtful, confidential detail: filing, copying, creating newsletters for family awareness of program needs/activities; enrollment/registration/tours of non-profit facility

EDUCATION

Enrolled in Associate of Science in Early Childhood Education (expected graduation 2017)

Granite State College, 2016-

Southern New Hampshire University, 2015-2016, coursework toward degree

Coursework:

- *Childcare Administration and Management, Manchester Community College, 2014*
- *Child Growth and Development, Professionalism in Early Childhood Education, Granite State College, 1997*
- *Developmentally Appropriate Programs, Nashua Community College, 1994*

PROFESSIONAL DEVELOPMENT

Positive Behavior Intervention Support, (PBIS), 2012-

CERTIFICATIONS

Standards of Quality for Family Strengthening & Support Certified, 2016-

Childcare Billing and Payment, NH Division for Children, Youth & Families CPR and

First Aid Certified, 2016-

Certified through the National Child Passenger Safety Program, 2012-2015

Christa Tsechrintzis

CAREER SUMMARY

A creative professional with years of experience in all aspects of business administration and non-profit management. Expert in relationship building, problem solving and proactive thinking.

PROFESSIONAL EXPERIENCE

Marguerite's Place, Inc. | Nashua, New Hampshire

Director of Development and Public Relations (2017 – present)

- Lead Development committee in planning all special events
- Plan and implement all solicitation programs
- Identify and cultivate constituents through attending events
- Serve as community liaison for outreach opportunities
- Develop and implement marketing and publicity strategies
- Identify and write proposals for grants for program funding

Finish Line PDS | Hudson, New Hampshire

Marketing Coordinator (2014 – 2017)

- Define marketing campaign objectives and KPIs
- Create and proof marketing messages and collaterals including advertising, web content, blogs, etc.
- Manage sales team and assist with business development
- Execute all marketing strategies as defined by KPIs
- Research and book trade shows and event sponsorships

PennWell Publishing | Nashua, New Hampshire

Executive Assistant (2012 – 2013)

- Supported sales team, Senior VP of Sales and two group publishers
- Ran daily, weekly, and monthly reports using Oracle system
- Coordinated Sales, Marketing, and Editorial team meetings, trainings, and trade show travel
- Fielded inquiries from clients in absence of sales reps

Lowell Catholic High School | Lowell, Massachusetts

Advancement Specialist (2008 – 2011)

- Planned and managed all fundraising and special events
- Solicited corporate and foundation event sponsorships
- Identified and cultivated constituents through attending events
- Acted as community liaison for outreach opportunities
- Represented the school by working with groups such as The Rotary Club of Lowell, Chamber of Commerce

The Peacock Players | Nashua, New Hampshire

Executive Director (2003 - 2007)

- Managed all aspects of the business including finance, human resources, production and operations
- Liaison with Board of Directors, volunteers, and the community
- Created all promotional materials and show programs
- Developed and implemented marketing and publicity strategies

EDUCATION

Velocity Performance Leadership

Nashua, NH (2016) Completed year-long leadership training program

Middlesex Community College

Lowell, MA (5/1995) Associate of Science, Business Administration

COMPUTER SKILLS

Microsoft Excel

Microsoft Outlook

Microsoft PowerPoint

Microsoft Publisher

Microsoft Word

Oracle - Discoverer

Blackbaud's Raiser's Edge

OTHER INTERESTS

Alumni of Leadership Greater

Nashua – Class of 2016

Former Board Member of the Rotary Club of Lowell

Committee Member of the largest St.

Jude fundraiser in New England

Former Board Member of The

Lexington Players

Blackbelt in Taekwondo

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

Patrol Officer

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.

CONTRACTOR NAME

Key Personnel

Marguerite's Place				
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Barbara A. Alves	President/CEO	\$92,738.16	4.9%	\$4617.00
Lianne M. Bower	Director of Operations/CM	\$50,000.00	9%	\$4617.00
Candace L. Gordon	Director of Childcare	\$47,476.08	9.9%	\$4617.00
Christa Tsechrintzis	Director of Dev/PR	\$45,346.00	10%	\$4617.00



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.

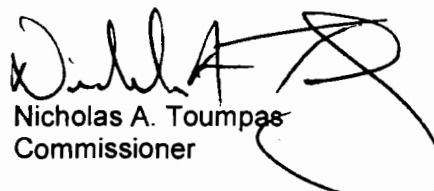
Area Served: Statewide

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 Beirnap-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> I, Eric D. Borrin 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>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>Mary A. York</i> Attorney On: <i>7/31/15</i>			
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: 6/25/15

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.



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.


6/15/15



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.



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.



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

Contractor Initials Ma
Date 6/25/15

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: 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: MARGUERITE'S PLACE, INC.

June 25, 2015
Date

Barbara A. Arves
Name: Barbara A. ARVES
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 (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: *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

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


6/25/15

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: MARGUERITE'S PLACE, INC.

June 15, 2015
Date

Barbara A. Alves
Name: Barbara A. ALVES
Title: CEO/PRESIDENT

Exhibit G

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

Contractor Initials

BA



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 15, 2015
Date

Barbara A. Alves
Name: Barbara A. ALVES
Title: CEO/PRESIDENT

Contractor Initials Ba
Date 6/15/15



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.

De
Date 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;
 - 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

[Signature]
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 (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 Conroy
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
7/17/15
 Date

MARGUERITE'S PLACE, LLC.
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Barbara A. ALVES
 Name of Authorized Representative
CEO / PRESIDENT
 Title of Authorized Representative
June 25, 2015
 Date

Contractor Initials [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: *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*



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: _____



30.11

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

Maura Ryan
Name: Maura 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.

Jeannine 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

5/26/17
Date

[Signature]
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 #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.

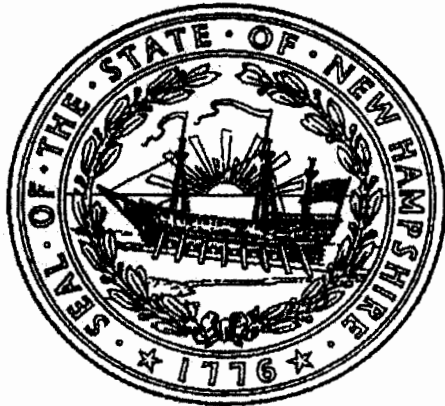
State of New Hampshire

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

Search Business Names

Search Result

[Back](#)

Business Name	Business ID	Business Type	Principal Office Address	Registered Agent Name	Duration	Status
MERRIMACK VALLEY ASSISTANCE PROGRAM	230111	Trade Name	PO Box 882, Concord, NH, 03302, USA	N/A	N/A	Inactive
MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.	225153	Domestic Nonprofit Corporation	8 WALL ST, CONCORD, NH, 03301, USA	N/A	Not Stated	Good Standing

Page 1 of 1, records 1 to 2 of 2

[Back](#)

NH Department of State, Corporation Division, State House Annex, 3rd Floor Room 317, 25 Capitol St,
Concord, NH 03301 Email: corporate@sos.nh.gov (<mailto:corporate%40sos.nh.gov>)

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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 at a meeting of the Board of Directors of
the Agency duly held on May 11, 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 11th day of May, 2017.
(Date Contract Signed)

4. Velma McClure is the duly ^{hired} ~~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 Hillsborough

The forgoing instrument was acknowledged before me this 11th day of May, 2017.

By _____
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: **SUSAN O. SCHALLER**
Justice of the Peace - New Hampshire
My Commission Expires May 8, 2019

MERRIMACK VALLEY ASSISTANCE PROGRAM
BOARD OF DIRECTORS ANNUAL BOARD RESOLUTION
AUTHORIZING FUNDING APPLICATIONS

May 11, 2017

Be it resolved that the Executive Director of Merrimack Valley Assistance Program (MVAP) and/or her designee is authorized to seek and apply for funds from the New Hampshire Department of Health and Human Services, the U.S. Department of Housing and Urban Development, United Ways, the New Hampshire Charitable Foundation and affiliated foundations and funds, and is further authorized to apply for other public and private grants, contracts, and awards, and donations, for case management, supportive services, and housing assistance to low income persons with certain infectious diseases, especially HIV/AIDS and hepatitis-C and is further authorized to execute such documents as necessary to accept such funds in the name of Merrimack Valley Assistance Program.

This resolution shall remain in effect through December 31, 2017.

Adopted by the Board of Directors

May 11, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2017

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 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 E-MAIL ADDRESS: pat@esinsurance.com	FAX (A/C, No): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED Merrimack Valley Assistance Program Inc. 8 Wall Street Concord NH 03301-3740	INSURER A: Philadelphia Insurance Co	
	INSURER B: New York Marine and General	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #

COVERAGES **CERTIFICATE NUMBER: 2016** **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 OTHER:		PHPK1520116	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 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		PHPK1520116	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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		PHUB548140	7/1/2016	7/1/2017	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 <input checked="" type="checkbox"/> N N/A	WC201600011509	7/1/2016	7/1/2017	PER STATUTE <input checked="" 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	Directors & Officers Liab. Employment Practices Liab.		PHSD1158220	7/1/2016	7/1/2017	Aggregate Limit Agg \$1,000,000 Included

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

CERTIFICATE HOLDER

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

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

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, 2016

and

Independent Auditor's Report

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
FINANCIAL STATEMENTS
June 30, 2016

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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, 2016, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

Wachon Oubay & Company PC

Manchester, New Hampshire
November 15, 2016

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Financial Position
June 30, 2016

ASSETS		2016
CURRENT ASSETS:		
Cash	\$	55,894
Grants and contracts receivable		87,124
Accounts receivable		2,334
Prepaid expenses		2,169
TOTAL CURRENT ASSETS		<u>147,521</u>
NONCURRENT ASSETS:		
Property, building and equipment (net)		<u>160,259</u>
TOTAL NONCURRENT ASSETS		<u>160,259</u>
TOTAL ASSETS	\$	<u><u>307,780</u></u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$	14,092
Current portion capital lease obligation		950
Current portion note payable		5,665
Refundable advances		63,392
TOTAL CURRENT LIABILITIES		<u>84,099</u>
NONCURRENT LIABILITIES		
Note payable, net of current portion		<u>164,811</u>
TOTAL NONCURRENT LIABILITIES		<u>164,811</u>
TOTAL LIABILITIES		<u>248,910</u>
NET ASSETS		
Unrestricted		<u>58,870</u>
TOTAL NET ASSETS		<u>58,870</u>
TOTAL LIABILITIES AND NET ASSETS	\$	<u><u>307,780</u></u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Activities
For the Year Ended June 30, 2016

	<u>2016</u>
SUPPORT AND REVENUE:	
Grants and contracts	\$ 901,423
Rental income	11,825
Other revenue	6,712
Contributions	<u>1,412</u>
TOTAL SUPPORT AND REVENUE	<u>921,372</u>
EXPENSES	
Program services:	
Case management	<u>877,324</u>
TOTAL PROGRAM SERVICES	<u>877,324</u>
Supporting services:	
Management and general	<u>38,866</u>
TOTAL SUPPORTING SERVICES	<u>38,866</u>
TOTAL EXPENSES	<u>916,190</u>
CHANGE IN NET ASSETS	5,182
NET ASSETS - July 1, 2015	<u>53,688</u>
NET ASSETS - June 30, 2016	<u>\$ 58,870</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Functional Expenses
For the Year Ended June 30, 2016

	Program Services	Supporting Services	Total
	<u>Case Management</u>	<u>Management and General</u>	<u>Expenses</u>
Salaries and Wages	\$ 218,699	\$ 12,265	\$ 230,964
Agency Sub-contracts	70,882		70,882
Contract Labor	<u>2,080</u>		<u>2,080</u>
Total Salaries and Wages	291,661	12,265	303,926
Payroll Taxes	13,902		13,902
Fringe Benefits	<u>53,902</u>	<u>6,466</u>	<u>60,368</u>
Total Taxes and Benefits	<u>67,804</u>	<u>6,466</u>	<u>74,270</u>
TOTAL PERSONNEL	<u>359,465</u>	<u>18,731</u>	<u>378,196</u>
Depreciation		8,830	8,830
Dues/Subscriptions	59	624	683
Educational	1,123	100	1,223
Equipment Leases	2,391		2,391
Fundraising		1,234	1,234
Housing/Utility Assistance	360,422		360,422
Insurance	6,804	9,411	16,215
Interest	6,640	1,062	7,702
Meals and Food Supplies	32,902		32,902
Miscellaneous	65	1,500	1,565
Office Supplies/Expenses	4,577	469	5,046
Postage	1,110		1,110
Printing and Copying	1,305		1,305
Professional Fees	2,660	7,115	9,775
Equipment Maintenance and Repair	2,459	3,343	5,802
Apartment Maintenance and Repair	13,707		13,707
Space and Occupancy	12,866	29,822	42,688
Supportive Services	4,627		4,627
Telephone	3,515	1,465	4,980
Technical Assistance	4,925		4,925
Transportation/Travel	<u>10,806</u>	<u>56</u>	<u>10,862</u>
TOTAL NON-PERSONNEL	<u>472,963</u>	<u>65,031</u>	<u>537,994</u>
TOTAL DIRECT EXPENSES	832,428	83,762	916,190
INDIRECT ALLOCATION	<u>44,896</u>	<u>(44,896)</u>	<u>-</u>
TOTAL EXPENSES	<u>\$ 877,324</u>	<u>\$ 38,866</u>	<u>\$ 916,190</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Cash Flows
For the Year Ended June 30, 2016

	<u>2016</u>
OPERATING ACTIVITIES	
Change in net assets	\$ 5,182
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	8,830
Net effect of changes in:	
Receivables	(5,464)
Prepaid expenses	39
Accounts payable	<u>(3,512)</u>
Net cash provided by operating activities	<u>5,075</u>
FINANCING ACTIVITIES	
Payments on demand note payable	(51,500)
Payments on capital leases	(2,757)
Proceeds from note payable	83,001
Payments on note payable	(7,298)
Payments on refundable advances	<u>(33,301)</u>
Net cash (used) by financing activities	<u>(11,855)</u>
 NET DECREASE IN CASH	 (6,780)
 CASH - July 1, 2015	 <u>62,674</u>
CASH - June 30, 2016	<u>\$ 55,894</u>
 Supplemental Disclosures:	
Interest paid	<u>\$ 7,702</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

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

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

year or greater and a cost of \$1,000 or more or expenditures for repairs or renovations of \$1,000 or more 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 \$8,830 for the year ended June 30, 2016.

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, 2016, 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, 2016. 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, 2016.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

NOTE 3--GRANTS RECEIVABLE AND REVENUE RECOGNITION

Major funding sources and related receivables for the period ending June 30, 2016 are as follows:

	<u>Revenue</u>	<u>Receivable</u>
Housing and Urban Development	\$ 557,000	\$ 45,746
Other Human Services Grants	195,142	30,683
Health and Human Services	95,625	10,695
State Grant in Aid	50,850	
Other miscellaneous grants	2,806	
	<u>\$ 901,423</u>	<u>\$ 87,124</u>

NOTE 4--PROPERTY, BUILDING AND EQUIPMENT

Property, building and equipment consist of the following as of June 30, 2016:

Land	\$ 41,117
Building and improvements	225,257
Furniture and equipment	10,891
Equipment under capital lease	<u>12,738</u>
	290,003
Less Accumulated Depreciation	<u>(129,744)</u>
	<u>\$ 160,259</u>

NOTE 5--NOTE PAYABLE

Notes payable at June 30, 2016 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 4.75%, 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	\$ 170,476
Less current portion	<u>(5,665)</u>
	<u>\$ 164,811</u>

Future maturities of notes payable are as follows:

<u>Year Ended</u> <u>June 30,</u>	<u>Amount</u>
2017	\$ 5,665
2018	5,940
2019	6,229
2020	6,511
2021	6,847
Thereafter	<u>139,284</u>
	<u>\$ 170,476</u>

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

The Organization incurred \$7,702 in interest expense on the notes payable during the year ended June 30, 2016.

NOTE 6--CAPITAL LEASE OBLIGATION

The Organization leases an office copier under a capital lease that accrues interest annually at 5.009%. Principal and interest payments made under this capital lease were \$2,757 and \$123, respectively, for the year ended June 30, 2016. Amortization expense of \$2,548 is included in depreciation expense. Assets recorded under capital lease are included in property, building, and equipment as follows:

Equipment	\$ 12,738
Accumulated amortization	<u>(11,464)</u>
	<u>\$ 1,274</u>

The following is the maturity of the capital lease payable as of June 30, 2016:

Year Ended	Annual Lease
<u>June 30,</u>	<u>Commitments</u>
2017	<u>\$ 950</u>

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 \$63,392 at June 30, 2016. During the current fiscal year, the amount repaid to the individual from the Organization was \$33,301.

NOTE 8--RETIREMENT PLAN

After one year of continuous service with the Organization, all full-time and part-time employees over twenty-one years of age and working more than 1,000 hours per year may contribute a portion of their wages to an IRC Section 403 (b) retirement plan. The Organization will contribute to the employee's retirement fund at the Board's discretion. The Organization made no contributions for the year ended June 30, 2016.

NOTE 9--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 10--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.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2016

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 2016, no new additional unrecognized tax benefits were identified. As of June 30, 2016, the tax years ending June 30, 2015, 2014 and 2013 are open for possible tax examination.

NOTE 11--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 \$55,292 at June 30, 2016.

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.

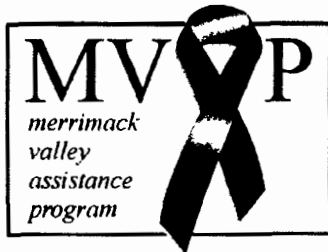
No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2016.

NOTE 12--ECONOMIC DEPENDENCY

For the year ended June 30, 2016, approximately 66% 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 13--SUBSEQUENT EVENTS

Subsequent events have been evaluated through November 15, 2016 which is the date the financial statements were available to be issued.



Merrimack Valley Assistance Program

8 Wall Street, Concord, NH 03301
P.O. Box 882, Concord, NH 03302-0882
Tel: 603.226.0607 Fax: 603.226.9117

Merrimack Valley Assistance Program Board of Directors

Board Chair:

Michael Mortimer, Esq.

Vice Chair/Secretary:

Ellen Molnar

Treasurer:

Robin McCallum

General Members:

Cheryl Durand, PharmD

Roger Wilson

James MacKay, PhD

Christopher Beal, CPA

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

Arlene Agosto de Kane

Interpreter and Educator

Trained and experienced Spanish medical, legal and social services interpreter. Experienced elementary and middle school teacher in English, Spanish, Science and EL. Strong interpersonal and organizational skills.

TEACHING EXPERIENCE

Hillside Middle School, Manchester, NH. Fall 2014

Middle School Science teacher in a magnet English Learner middle school program.

- Taught 6th, 7th and 8th grade Science.
- Developed various units that incorporated district standards and followed mainstream teacher's curriculum.
- Contacted parents throughout the term to update them about their child's progress in school and to help them with various concerns related to school.

McLaughlin Middle School, Manchester, NH. Spring 2014

Intern in an EL sheltered instruction self-contained team of highly diverse students of many cultural backgrounds.

- Created and taught 7th grade 8 week Science unit that incorporated district standards.
- Taught 6th and 8th grade science along with Language Arts.
- Lowered affective filter of newcomers by providing them with peer support in the classroom and through sensitivity and awareness of students' learning style, and personality.
- Engaged students with hands on, meaningful, critical thinking activities and lessons.

Hood Middle School, Derry, NH. Fall 2012

Intern in ESOL pull-out classroom.

- Created and taught an 8 week Social Studies unit in cooperation with the mainstream 7th grade Social Studies teacher incorporating district ELL CO-OP WIDA standards appropriate to students' abilities, needs and personal background.

Londonderry Middle School, Londonderry, New Hampshire. 2004-2006

8th Grade Spanish Teacher.

- Taught Spanish to 8th grade students in the World Language Department of the middle school.
- Incorporated hands-on lessons to teach vocabulary and practice speaking and listening skills.

Rafael Hernandez School, Roxbury, Massachusetts. 1992-1996

Two-way Spanish Bilingual teacher for 4th grade.

- Taught 4th grade students all subjects in both English and Spanish to native and non-native speakers of both languages.
- Developed curriculum with co-teachers under the guidance of Expeditionary Learning, an experientially motivated method of teaching.

INTERPRETER AND OTHER EXPERIENCE

Language Bank, Lutheran Social Services, Concord, NH. 2006-2013

Trained Legal and Medical Spanish Interpreter.

- Provided legal interpretation in courts and attorneys' offices in the state of NH, this included simultaneous, consecutive, and sight translating in trials, jail interviews, arraignments, attorney-client interviews and mediation sessions.
- Provided medical interpretation for hospitals, clinics, doctor's offices, medical procedures, mental health clinics and VNA home visits.
- Provided interpretation in school settings for IEP meetings with parents and for standardized testing. All interpreting was done under a strict code of confidentiality.

United States District Court, Concord, NH. 2010-2012

Legal Spanish Interpreter

- Provided legal interpretation in the courtroom for arraignments, trials and attorney-client interviews as a Qualified Interpreter.

Guardian Ad Litem, Portsmouth, NH. 2010-2011

- Served as a liaison between the family and the court in the Portsmouth Family Division as a Guardian ad Litem.
- Provided the court with the necessary information to make appropriate decisions for the children involved in a divided family.

Londonderry Public Schools, Londonderry, NH. 2004-2007

LEEP & Matthew Thornton Elementary School

- Interpreter for Special Education staff and families.
- Interpreted for IEP meetings for parents and teachers.
- Provided cultural broker services to facilitate understanding of cultural differences between the family and the school.

Arlene Agosto de Kane, arleneagosto@gmail.com, (603) 531-1105

EDUCATION

Plymouth State University, Plymouth, NH. July 2014
National Writing Project Summer Institute

University of New Hampshire, Manchester, NH. June 2014
Candidate for ESOL teaching Certification

Lesley College, Cambridge, Massachusetts. 1991
Master's Degree in Elementary Education (1-6) and Certification

Tufts University, Medford, Massachusetts. 1990
Bachelor of Arts Degree in Social Psychology

Cupeyville School, Rio Piedras, Puerto Rico. 1986
High School Diploma
National Honor Society

CERTIFICATIONS

New Hampshire English for Speakers of Other Languages. August, 2014
Massachusetts Elementary Education 1-6 #300875. October 1, 1991
Massachusetts Bilingual Elementary 1-6 #300875. October 1, 1991

COMMUNITY MEMBERSHIPS

Etz Hayim Synagogue, Derry, NH. 2011-Present
Board Member, Technology and Communications Chairperson, Webmaster and creator of etzhayim.org website, Rabbi Search Committee Co-Chair, Nominating Committee

Moose Hill Kindergarten, Londonderry, NH
PTA Co-President. 2002-2004

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.

Lauren Rae Collins

Education:

Bachelor of Arts in Sociology May 2012
Minor in Education
Gulford College, Greensboro, NC

Experience:

**Medical Case
Manager**

Merrimack Valley Assistance Program *April 2014 - Present*

- Make referrals for needed services
- Link clients to benefits for which they are eligible
- Monitor clients' adherence to prescription drug regimens
- Monitor clients' compliance with PCP and ID providers' medical care plans

**Personal Care
Service Provider**

Lutheran Social Services of New England *2013- 2014*

- Accompany clients to medical appointments
- Monitor prescription drug adherence
- Insure adequate planning and preparation

**Family Service
Assistant**

Magee Family, Concord, NH *2012-2013*

- Maintain orderly operation of the household of a professional couple with small children

**Intern at After-
school Program**

Greensboro Islamic Academy, Greensboro, NC *2011*

- Provided help with homework for children K- fifth grade
- Tutored young children with their English
- Worked on assigned homework in reading and writing

Tele-Counselor

Colby-Sawyer College Admissions Office, New London, NH *2009- 2010*

- Telephone counseling of incoming freshmen and transfer students
- Use Contact Manager software for admissions database
- Data Entry

Merrimack Valley Assistance Program

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Velma McClure	Exec Dir/Attorney	\$54,460	20%	\$10,892
Arlene Agosto de Kane	Bilingual Case Manager	\$33,990	24%	\$8,158
Lauren Collins	Case Manager	\$36,000	15.0%	\$5,400
Amanda Emery	Case Manager	\$35,200	25%	\$8,800

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	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


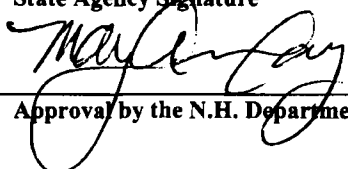
Subject: State Grant-In-Aid Funds Program

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 COONEY</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. Yule</u> <u>Attorney</u> <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: 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.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.



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.

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

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 (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: Merrimack Valley ASSISTANCE Program

7/1/2015
Date


Name: Velma McClure
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 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

- 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

Merrimack Valley Asisano Program
Name of the Contractor

[Signature]
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

Mary Ann Cooney
Name of Authorized Representative

Velma McClure
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Executive Director
Title of Authorized Representative

7/17/10
Date

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: VELMA 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?

7 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**



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.

JAS
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

5/17/17
Date

M. Ryan
Name: *Maureen Ryan*
Title: *Director*

My Friend's Place

5/10/17
Date

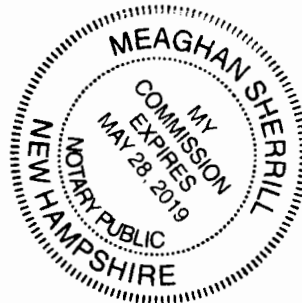
[Signature]
Name: *Francis X. Bruton,*
Title: *President*

Acknowledgement of Contractor's signature:

State of New Hampshire County of Stafford 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.

[Signature]
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: [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 \$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.

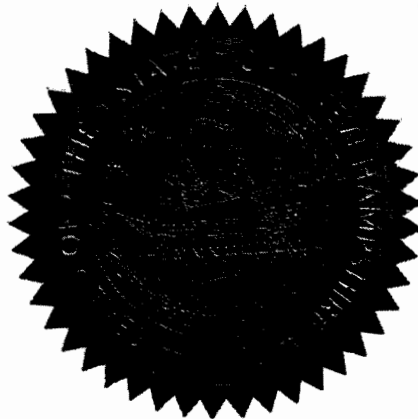
RAH
5/10/17

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MY FRIEND'S PLACE is a New Hampshire nonprofit corporation formed February 3, 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 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

Business Information

Business Details

Business Name:	MY FRIEND'S PLACE	Business ID:	108288
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	02/03/1987	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	02/03/1987		
Principal Office Address:	368 WASHINGTON STREET, DOVER, NH, 03820, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2005
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	603-749-3017
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / TEMPORARY HOUSING & SUPPORT FOR FAMILIES & INDIVIDUALS WHO NEED ASSISTANCE	

Page 1 of 1, records 1 to 1 of 1

Search Business Names

Search Result

[Back](#)

Business Name	Business ID	Business Type	Principal Office Address	Registered Agent Name	Duration	Status
MY FRIEND'S PLACE	108288	Domestic Nonprofit Corporation	368 WASHINGTON STREET, DOVER, NH, 03820, USA	N/A	Perpetual	Good Standing

Page 1 of 1, records 1 to 1 of 1

[Back](#)

NH Department of State, Corporation Division, State House Annex, 3rd Floor Room 317, 25 Capitol St, Concord, NH 03301 Email: corporate@sos.nh.gov (<mailto:corporate%40sos.nh.gov>)

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CERTIFICATE OF VOTE

I, Stan Robbins, 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 Friend's 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 May 9th, 2017:
(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 10 day of May, 2017.
(Date Contract Signed)

4. Francis X. Bruton is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Stan Robbins
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 10 day of May, 2017,

By Stan Robbins
(Name of Elected Officer of the Agency)

MSM
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____



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: USI Insurance Svcs, LLC, 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. INSURER(S) AFFORDING COVERAGE: INSURER A: Arch Insurance Company (NAIC # 11150), INSURER B: American Alternative Insurance (NAIC # 19720).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Directors & Officers.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This Certificate is issued for insured operations usual to housing

CERTIFICATE HOLDER

CANCELLATION

State of NH Att: Ami Carvotta, Dept. of Health & Human Svcs, 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 [Signature]

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, 2015 and 2014

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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, 2015 and 2014, 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, 2015 and 2014, 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 27, 2016

MY FRIEND'S PLACE
STATEMENTS OF FINANCIAL POSITION

June 30,

	2015	2014
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 83,490	\$ 108,106
Grants receivable	31,020	18,698
Investments	953	920
Inventory	1,625	1,314
Prepaid expenses	4,868	4,772
Total current assets	121,956	133,810
PROPERTY, PLANT AND EQUIPMENT		
Land	87,150	87,150
Buildings and improvements	807,822	803,372
Furniture and fixtures	40,397	40,397
Equipment	9,158	6,187
Total property and equipment	944,527	937,106
Less accumulated depreciation	414,602	392,121
Property and equipment, net	529,925	544,985
ENDOWMENT INVESTMENTS	9,177	10,090
NET ASSETS	\$ 661,058	\$ 688,885
<u>LIABILITIES & NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 3,163	\$ 1,218
Accrued payroll and payroll taxes	4,188	6,664
Accrued earned time	15,236	12,857
Note payable, current portion	8,912	8,576
Total current liabilities	31,499	29,315
NOTE PAYABLE, net of current portion	9,857	19,483
Total liabilities	41,356	48,798
NET ASSETS		
Unrestricted	610,525	626,997
Temporarily restricted	-	3,000
Permanently restricted	9,177	10,090
Total net assets	619,702	640,087
TOTAL LIABILITIES AND NET ASSETS	\$ 661,058	\$ 688,885

The accompanying notes are an integral part of these financial statements

MY FRIEND'S PLACE
STATEMENTS OF ACTIVITIES
For the Years Ended June 30,

	2015	2014
UNRESTRICTED NET ASSETS		
Public support and revenue:		
Public support		
Grants	\$ 174,802	\$ 219,359
Donations	81,428	84,222
United Way	19,522	20,298
Total public support	275,752	323,879
OTHER REVENUE		
Gaming revenue, net	61,489	73,317
Rent and miscellaneous	14,625	11,433
Interest income	131	203
Unrealized gain (loss) on investments	(4)	36
Total other revenue	76,241	84,989
Total public support revenue	351,993	408,868
FUNCTIONAL EXPENSES		
Program services	300,087	294,607
Management and general	54,820	61,883
Fundraising	13,558	15,646
Total functional expenses	368,465	372,136
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	(16,472)	36,732
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	(3,000)	3,000
INCREASE (DECREASE) IN PERMANENTLY RESTRICTED NET ASSETS	(913)	778
INCREASE (DECREASE) IN NET ASSETS	(20,385)	40,510
NET ASSETS, Beginning	640,087	599,577
NET ASSETS, Ending	\$ 619,702	\$ 640,087

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, 2015

	Program	Management and General	Fundraising	Total
Classified advertising				
and public relations	\$ -	408	-	\$ 408
Depreciation expense	21,757	726	-	22,483
Employee benefits	35,111	5,923	1,269	42,303
Insurance	6,494	9,740	-	16,234
Interest expense	883	119	-	1,002
Maintenance and repairs	12,425	440	-	12,865
Miscellaneous	2,990	330	902	4,222
Office expense	120	913	3,670	4,703
Resident support services	1,363	-	-	1,363
Salaries and wages	162,084	28,377	6,128	196,589
Supplies	6,853	4,468	1,117	12,438
Taxes, payroll	13,051	2,202	472	15,725
Telephone	5,837	307	-	6,144
Training	643	-	-	643
Transportation expense	744	-	-	744
Utilities	29,732	867	-	30,599
TOTAL EXPENSES	\$ 300,087	\$ 54,820	\$ 13,558	\$ 368,465

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, 2014

	Program	Management and General	Fundraising	Total
Classified advertising				
and public relations	\$ -	1,286	\$ -	\$ 1,286
Depreciation expense	19,325	651	-	19,976
Employee benefits	34,311	6,863	1,715	42,889
Insurance	6,228	9,342	-	15,570
Interest expense	1,225	190	-	1,415
Maintenance and repairs	14,602	715	-	15,317
Miscellaneous	1,735	177	35	1,947
Office expense	203	980	4,143	5,326
Professional fees	-	1,500	-	1,500
Resident support services	2,545	-	-	2,545
Salaries and wages	149,807	30,582	7,646	188,035
Supplies	8,108	5,868	1,467	15,443
Taxes, payroll	12,780	2,556	640	15,976
Telephone	4,455	234	-	4,689
Training	529	-	-	529
Transportation expense	1,324	-	-	1,324
Utilities	37,430	939	-	38,369
TOTAL EXPENSES	\$ 294,607	\$ 61,883	\$ 15,646	\$ 372,136

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

MY FRIEND'S PLACE
STATEMENTS OF CASH FLOWS
Years Ended June 30,

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ (20,385)	\$ 40,510
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Unrealized (gain) loss on investments	4	(36)
Investment (income) loss	913	(778)
Depreciation	22,483	19,976
(Increase) decrease in:		
Grants receivable	(12,322)	(10,948)
Inventory	(311)	551
Prepaid expenses	(96)	(504)
Increase (decrease) in:		
Accounts payable	1,945	1,218
Accrued payroll and payroll taxes	(2,476)	1,252
Accrued earned time	2,379	3,728
Total adjustments	12,519	14,459
Net cash provided (used) by operating activities	(7,866)	54,969
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisition of property, plant and equipment	(7,421)	(36,029)
Acquisition of investments	(39)	(61)
Net cash provided (used) by investing activities	(7,460)	(36,090)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal reduction of long-term debt	(9,290)	(8,144)
Net increase (decrease) in cash	(24,616)	10,735
Cash at beginning of year	108,106	97,371
CASH AT END OF YEAR	\$ 83,490	\$ 108,106
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	\$ 1,002	\$ 1,415

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 \$24,938 and \$27,387 held by the Organization as of June 30, 2015 and 2014, 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, 2015 and 2014, 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, 2015 and 2014, 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.

The Federal and State tax-exempt returns for the years ended June 30, 2015, 2014, and 2013 are subject to examination by the taxing authorities, generally for three years after they were filed.

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 27, 2016, the date that the financial statements were available to be issued.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

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.

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

	<u>Current Portion</u>	<u>Long-term Portion</u>	<u>Total</u>
Mortgage payable, secured by land and building at 368 Washington Street in Dover, NH; monthly payments of principal and interest at 3.55%; maturity date is July, 2017.	\$ 8,912	\$ 9,857	\$ 18,769

Maturity of long-term debt over the next five years is as follows for years ending June 30,

2016.....	\$ 8,912
2017.....	9,073
2018.....	784
2019.....	-
2020.....	-
TOTAL.....	<u>\$ 18,769</u>

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE E - RESTRICTIONS ON NET ASSETS

As of June 30, 2015 and 2014, temporarily restricted net assets was \$0 and \$3,000, respectively. The amount as of June 30, 2014 was restricted by the donor for use in establishing a computer station for residents.

As of June 30, 2015 and 2014, My Friend's Place has permanently restricted net assets of \$9,177 and \$10,090, 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, 2015, gaming revenue, net of \$61,489 consisted of gaming revenue of \$705,983 less expenses of \$644,494.

For the year ended June 30, 2014, gaming revenue, net of \$73,317 consisted of gaming revenue of \$732,780 less expenses of \$659,463.

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, 2015 and 2014, retirement expense was \$3,285 and \$2,070, respectively.

NOTE H - LEASING ARRANGEMENTS

My Friend's Place rents property under cancelable leasing arrangements.

NOTE I - CREDIT RISK CONCENTRATION

As of June 30, 2015 and 2014, My Friend's Place had \$65,331 and \$70,237, respectively, in a repurchase account which is included in the cash balance. This amount is collateralized by a pool of U.S. Government agencies or U.S. Treasury notes. These amounts are considered cash equivalents. They are not insured by the Federal Deposit Insurance Corporation.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE J - 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 K - 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

Last updated: 3-2017

First	Last	Position	Business	Email
FX	Bruton	President	Lawyer/Bruton & Berube	FX@brutonLaw.com
Stan	Robbins	Vice President	Retired Business Owner	
Robert	Fuller	Treasurer	CPA/Duamis & Ferland	
Janet	Insolia	Secretary	Retired Editorial Dept/Boston	
John	Guy	Member	Retired Purchasing Manager for Fosters Daily emocrat and Delta Airlines	
Phyllis	LaPointe	Member	Liability Services Advocate for Advanced Patient Advocacy	
April	Mailhot	Member	Retired Bookkeeper	
Estelle	Lewis	Member	Retired Judge NH Supreme Court	
John	Lewis	Member		
Martin	Jaffee	Member	Retired -Software Systems Mgr	
Jennifer	Stevens	Member	Freelance Journalist	
Executive Director				
Susan	Ford	Staff		sford@myfriendsplacenh.org

Susan M. Ford

603-271-1328
sford@myfriend.com

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.

Susan M. Ford

41 Maple Street
Farmington, NH 03835
603-534-7528
Girlnamedsue37@yahoo.com

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
- 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

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

0415 [REDACTED] 39

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

SR. PROGRAM 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.

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

Veteran: United States Army 1984-1989
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



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.

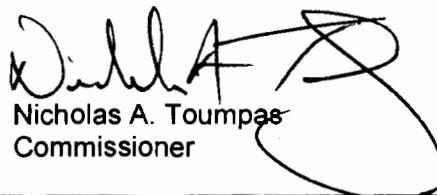
Area Served: Statewide

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 Belknap-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

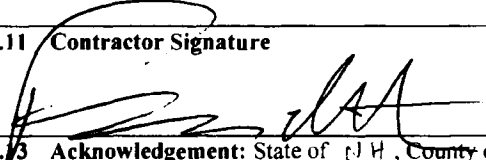

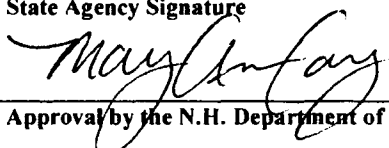
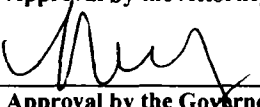
Subject: State Grant-In-Aid Funds Program

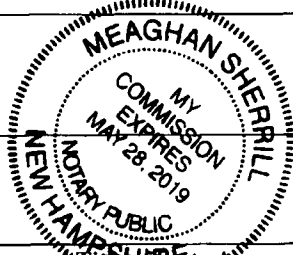
AGREEMENT

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

GENERAL PROVISIONS

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. Victor, President	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Stratford</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 [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 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>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.

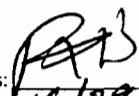
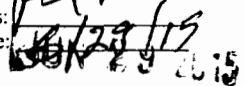
4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event 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.

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: JAS
Date:
2013 06 20

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: 
Date: JUN 23 2015



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.

FAIS
11/13/13



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.

FRS
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.

PRB

1/10/12



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
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Total program amount	\$191,824.00
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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.

RAJ
Date: 8/9/2015



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.

FAB
Date 7/15/00



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;

FATS

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.

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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

[Handwritten Signature]



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.


Date _____



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:

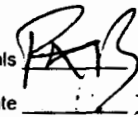
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**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



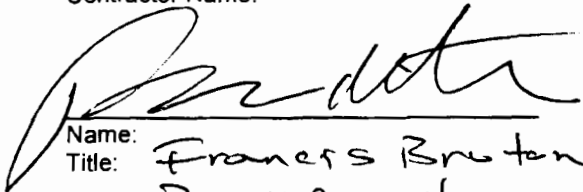



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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.

6/29/15
Date

Contractor Name:

Name: Frances Bruton
Title: President

Contractor Initials 
Date Jun 29



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

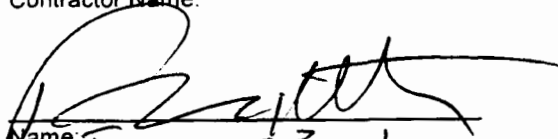
The undersigned certifies, to the best of his or her knowledge and belief, that:

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:

6/29/15
Date


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 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

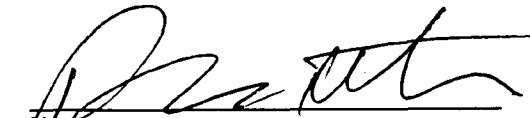
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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 (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:

6/29/15
Date


Name: Francis Brunton
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

10/21/14

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:

6/29/15
Date

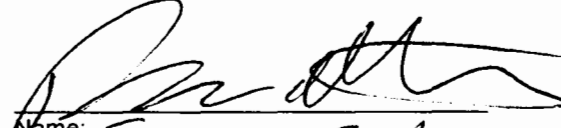

Name: Francis Bruton
Title: President

Exhibit G

Contractor Initials



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

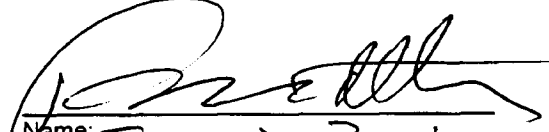
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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.

6/29/15
Date

Contractor Name:


Name: Francis Bruton
Title: President

Contractor Initials FXB
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

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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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Contractor Initials

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MUN 29 2014
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.

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Date JUN 29 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) 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.

NIH DHH S
 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

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



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



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.



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

Maura Ryan
Name: Maura Ryan
Title: Director

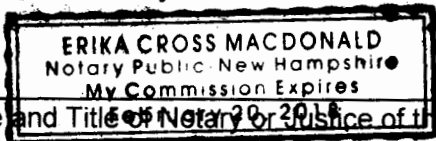
5/11/2017
Date

Nashua Soup Kitchen and Shelter Inc.
Michael Reinke
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.

Erika Cross Macdonald
Signature of Notary Public or Justice of the Peace



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

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:



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 \$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.

MR

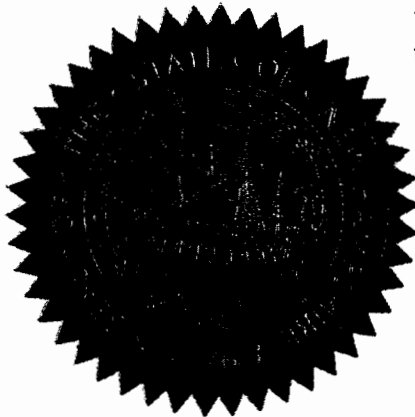
3/12/2007

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

Business Information

Business Details

Business Name:	NASHUA SOUP KITCHEN AND SHELTER, INC.	Business ID:	61911
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	05/11/1981	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	05/11/1981		
Principal Office Address:	2 Quincy Street, Nashua, NH, 03060, USA	Mailing Address:	PO Box 3116, Nashua, NH, 03061 - 3116, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
------	------------	---------------

No records to view.

Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

CERTIFICATE OF VOTE

I, KRISHNA MANGIPUDI, 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 05/09/2017.

(Date)

RESOLVED: That the EXECUTIVE DIRECTOR is hereby authorized on behalf of this Agency to enter

(Title of Contract Signatory)

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 MAY 2017.

(Date Contract Signed)

4. MICHAEL REINKE is the duly elected EXECUTIVE DIRECTOR of the Agency.

(Name of Contract Signatory)

(Title of Contract Signatory)



(Signature of the Elected Officer)

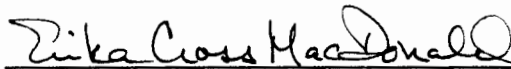
STATE OF NEW HAMPSHIRE

County of HILLSBOROUGH

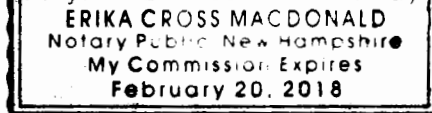
The forgoing instrument was acknowledged before me this 11th day of MAY 2017.

By KRISHNA MANGIPUDI

(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)



(NOTARY SEAL)

Commission Expires: 02/20/2018



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	CONTACT NAME: PHONE (A/C, No, Ext): 603-882-2766 E-MAIL ADDRESS: bneedham@eatonberube.com	FAX (A/C, No): 603-886-4230
	INSURER(S) AFFORDING COVERAGE	
INSURED NASSO Nashua Soup Kitchen & Shelter, Inc. P.O. Box 3116 Nashua NH 03061	INSURER A : Hanover Insurance	
	INSURER B : AmTrust Group	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 402070016 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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		ZHVA685423	7/1/2016	7/1/2017	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 \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ADVA685320	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	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		UHVA685516	7/1/2016	7/1/2017	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) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	VWC3211211	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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	Property Crime		ZHVA685423	7/1/2016	7/1/2017	Buildings \$2,846,350 Employee Dishonesty 100,000

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

CERTIFICATE HOLDER The State of NH DHHS Bureau of Health & Human Services 105 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
---	--

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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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)

ASSETS

	<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	79,287	-	-	79,287	79,514
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	110,408	-	-	110,408	102,612
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)

	Program Services					Total 2015
	Soup Kitchen	Shelter	Transition Housing	Management and General	Fundraising	
SALARIES AND RELATED EXPENSES:						
Salaries	\$ 256,524	\$426,485	\$ 37,750	\$ 54,785	\$ 7,112	\$ 782,656
Payroll taxes	20,002	34,000	2,783	4,293	585	61,663
Employee benefits	30,370	58,812	8,754	7,403	1,009	106,348
	<u>306,896</u>	<u>519,297</u>	<u>49,287</u>	<u>66,481</u>	<u>8,706</u>	<u>950,667</u>
OTHER EXPENSES:						
In-kind food and services	1,489,346	100,473	5,774	2,721	57,712	1,656,026
Depreciation	67,236	13,657	7,170	6,656	908	95,627
Utilities	34,756	11,594	3,253	3,750	511	53,864
Interest expense	537	1,090	-	123	17	1,767
Food and supplies	107,620	8,643	-	-	-	116,263
Client assistance	19,988	7,214	1,195	-	-	28,397
Postage	857	812	96	134	18	1,917
Insurance	23,907	20,218	3,179	3,575	488	51,367
Office expense	4,832	5,715	1,010	873	119	12,549
Telephone	2,403	1,613	-	304	41	4,361
Newsletter	8,076	7,232	806	1,218	166	17,498
Repairs and maintenance	7,519	743	646	673	92	9,673
Professional fees	6,061	10,018	1,403	1,322	180	18,984
Miscellaneous	2,568	108	25	204	28	2,933
Travel	1,961	2,184	437	-	-	4,582
Extermination	1,313	3,498	-	-	-	4,811
Advertising and website	920	2,096	66	-	-	3,082
Training	261	2,560	303	-	-	3,124
Maintenance services	22,214	6,685	4,637	2,535	346	36,417
Bad debt expense	-	-	-	-	-	-
Fundraising	-	-	-	-	41,076	41,076
Capital campaign expenses	-	3,180	-	-	-	3,180
	<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>
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>

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

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>\$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

[REDACTED]

Nashua, NH 03064

[REDACTED]

[REDACTED]

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

Erika Cross MacDonald



Finance Manager • Facilities Manager • Bookkeeper • Accountant

Versatile, knowledgeable professional with keen ability to accurately and efficiently perform all bookkeeping and accounting functions for multiple entities from small non-profits to multi-million dollar corporations. Strategic problem-solver with ability to work across all levels of an organization. Outstanding hands-on leader who motivates, trains, and provides guidance to teams to ensure consistent results well beyond expectations.

PROFESSIONAL SUMMARY

Financial Management

- Bookkeeping & accounting functions for multiple entities: budgeting · cash flow reporting & forecasting · payables · receivables · banking · account reconciliation · fixed asset tracking · financial reporting
- Human resource management: payroll · payroll returns & reports · insurance and retirement benefits management · maintain personnel and benefit records
- Develop, improve, and issue timely monthly, annual and ad-hoc financial reports
- Insurance compliance and reporting
- Contract and grant management
- Prepare and assist outside auditors with year-end audit and tax filings

Facilities Management

- Perform or facilitate repairs and maintenance to properties
- Research and oversee energy efficiency updates to properties
- Project management including the coordination of volunteer groups
- Safety management
- Research and renew maintenance agreements

Other Skills and Experience

Development and fundraising	Event management
First tier tech support & software training	Social Media
Corporate networking	

PROFESSIONAL EXPERIENCE:

Finance & Facilities Manager

Nashua Soup Kitchen & Shelter, Inc., Nashua NH

2011 - Present

- Expertly perform all accounting functions; benefits management; payroll and personnel records; carry out general office administrative functions.
- Perform or arrange for and oversee repairs and maintenance issues at agency's four properties
- Track general and designated donations, grants, fundraiser proceeds, and sponsorships.
- Manage all data related to fundraisers: in-kind and financial donations, sponsorships, participant registrations and event close out.
- Point of contact between agency and construction manager throughout our \$2.6M facility renovation. Provided input on design, function and materials for complete renovation of 10,000 sf facility. Directed some trades that were not part of general contract. Researched, specified, and purchased furniture and fixtures.
- Assess and select vendors [resulting in significant cost savings in 2013 in waste removal (37% savings), payroll services (52%), utilities (18%) and merchant services (23%)].

- Successfully managed \$2.6M capital campaign data: solicited contributions as part of a team; maintained all records related to pledges, contributions, solicitations, CDFA tax credits, and donor recognition; submitted all requisite reports to NHCDFA for tax credits awarded and sold.

Owner/Sole Practitioner

Shoebox Automation, Hollis NH

1997 - Present

- Provide full service bookkeeping and accounting to small businesses and non-profit organizations.

Financial Administrator

Ulster Carpet Mills, Inc., Nashua NH

1995 - 1997

- Managed accounting and bookkeeping functions for this fast growing North American design office of an international manufacturer. Sales increased \$10M+, a five-fold increase in one year. Company expanded from 5 employees at one US location to 22 employees at four US locations.
- Managed purchasing, contracting, risk management, fraud detection and bonding programs.
- Managed budgeting and costing for multiple, simultaneous customer contracts for standard and customized orders.
- Coordinated inter-company transactions with parent company and affiliates. Conducted foreign currency transactions, credit controls, commission calculations, expense report reconciliation, and state sales tax filings.
- Updated personnel policies and procedures including benefits management and administration to comply with US standards.
- Dramatically reduced outstanding receivables through extensive collections campaign.

Accounts Receivable Coordinator

City of Nashua, Division of Public Works, Nashua NH

1991 - 1994

- Managed billing and receivables system for wastewater division; processed cash receipts and adjustments.
- Calculated annual municipal and inter-municipal wastewater fees; generated consumption forecasts.
- Effectively updated and maintained master file information for 18,500 customers.
- Provided timely and courteous service and ensured customer satisfaction.
- Contributed to the development of annual division budget.
- Prepared detailed financial and status reports for upper management.

Education

- **Bachelor of Science - Accounting**, Rivier University, Nashua NH

Industry Experience

- | | | |
|-----------------|----------------------|----------------------|
| • Non-profit | • Construction | • Hospitality |
| • Education | • Municipal | • Wholesale & Retail |
| • Manufacturing | • Service Industries | |

Software Experience

- | | | |
|---------------------|---------------|--------------------|
| • Quickbooks | • Peachtree | • Microsoft Office |
| • AuctionTracker | • Club Runner | • Libre Office |
| • Microsoft Windows | • Google Docs | |

Professional Affiliations & Designations

- Notary Public, State of New Hampshire
- American Institute of Professional Bookkeepers
- Greater Nashua Human Resource Association
- Greater Nashua Chamber of Commerce

Carol M. Weeks

Experience:

Community Outreach Manager

Nashua Soup Kitchen & Shelter, Inc.

2 Quincy Street, Nashua, NH

(603) 889-7770

Supervisors: Michael Reinke, Executive Director and Olga Cruz, Program Director

February 2001 - Present

Responsible for the recruitment of agency volunteers for program services, administrative and fundraising events. Educate the community about the issues of poverty and homelessness. Provide support for fundraising events, newsletter, mail campaigns, social media, etc.

Shelter Manager, Kinsley Street Shelter

Nashua Soup Kitchen & Shelter, Inc.

29 Kinsley Street, Nashua, NH

August 2000 – February 2001

Responsible for managing the shelter (emergency housing for up to 3 families and 5 single women), including staff management, daily operations, facility maintenance, shift coverage, case management, and services to shelter guests.

Co-Director, Corpus Christi Food Pantry

43 Franklin Street, Nashua, NH

May 1999 – January 2001

Reported to Board of Directors

Created new food pantry, as authorized by Manchester Diocese, by coordinating and consolidating all 10 Catholic parish food pantries in one location. Coordinated resources for physical facility, including installing phone lines, ordering and assembling shelving and synchronizing food drives with all parishes.

Oversaw daily operations of food distribution to qualified clients on Monday, Wednesday and Saturday.

Responsible to recruit, supervise, coordinate and motivate approximately 55 volunteers.

Administrative: case management of clients; statistical record keeping; USDA inventory reports; network with other agencies to encourage collaboration; prepare presentations to groups and businesses to promote support and solicit funds; weekly reports to all 10 Nashua parishes.

Food Pantry Coordinator

Immaculate Conception Parish

216 East Dunstable Rd, Nashua, NH

October 1998 – May 1999

Reported to Sr. Helen Lyons, Rev. Marc Gagne

Coordinated food donations, volunteers, and budget to provide food 3X week to those in need. This food pantry was one of the 10 to join together to create Corpus Christi Food Pantry.

Administrative Associate

Diocese of San Jose, CA

St. Julie Parish, 366 St. Julie Drive, San Jose, CA 95119-1625

August 1992 – 1994

Created first food pantry at St. Julie Parish.

Carol M. Weeks

Trade Show & Advertising Specialist

Balzers
8 Sagamore Park Road, Hudson, NH
March 1987 – December 1990
Supervisor: Craig Lazinsky

Originate, develop & prepare company exhibits which included design, layout, construction, installation or arrangement, and maintenance of exhibit materials. Responsible for Trade Show budget (\$235,000 in 1989). Planned and executed 19 national exhibits in 1989. Maintained relationships with 8 Balzers product managers, exhibit and graphic suppliers, labor & union contractors and exhibit management. Worked effectively with product managers and upper management to provide ideas and vendor information to complete slide presentations, brochures, advertisements and photography. Coordinated cocktail parties, customer dinners and show promotions.

Owner/Operator

Sweet Seasons Creative Candy Company, Milford, NH
December 1984 – March 1987

Poured, packaged and distributed seasonal chocolate novelty candy. Solicited wholesale accounts in addition to retail storefront. Responsible for business start-up, ongoing business management and growth opportunities for wholesale accounts.

Marketing Specialist

Label Art, Wilton, NH
October 1984 – September 1986

Service Coordinator

Upjohn Health Care Services, Providence, RI
February 1983 – August 1983

Sales Associate

J. C. Penney, Westerly, RI
November 1981 – February 1983

Assistant Coordinator for Home Care Services

North Shore Community Action Program, Peabody, MA
May 1980 – April 1981

Education:

Merrimack College, North Andover, MA

Bachelor of Science, Human Services Administration, May 1980

Volunteer Experience:

New Hampshire Association of Volunteer Administrators
Board Member, Membership Committee Chair, 2011 – Current

Mayor's Volunteer Recognition Committee
Committee Member, 2009 – Current

Governor's Conference on Volunteerism
Planning Committee Member,
Nomination Committee Chair for annual NH Governor's Award for Outstanding Volunteer Manager, 9/2013 – 5/2017

H3O Women's Group, Immaculate Conception Parish, Planning Committee 9/2011 – Current

Carol M. Weeks

Awards:

25 Extraordinary Women in Nashua recipient

April 2016

Judith Lonergan Volunteer Administrator Award

Given at the New Hampshire Association of Volunteer Administrators October 2012 annual meeting in recognition of outstanding professionalism in the field of volunteer administration and commitment to NHAVA's mission.

References:

Lisa Christie

Nashua Soup Kitchen & Shelter, Inc. Executive Director 1989 – 2017, Retired

Contact information provided upon request

Jennifer Rainie

Math and Science Partnership, Rural and Low Income Schools, NH Department of Education

Governor's Conference Chairwoman

Contact information provided upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michael Reinke	Executive Director	\$90,000	0	0
Olga Cruz	Program Director	\$61,200	0	0
Erika Cross MacDonald	Finance & Facilities Mgr	\$55,368	0	0
Carol Weeks	Community Outreach Mgr	\$55,361	0	0



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

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		
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 Strafford County (I)		205	196	
4 Concord Coalition to end Homelessness (I)		205	161	
5 Cross Roads House, Inc. (C)		205	177	
6 Families in Transition (Emergency Shelter)		205	198	
7 Families in Transition (Transitional Shelter)		205	190	
8 Families in Transition		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	

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	

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 Christie</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 Public 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 Cerny</i>		1.15 Name and Title of State Agency Signatory MARY ANN CERNY 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 Aycock</i> Megan Aycock - 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.



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.

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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 \$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.



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 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: NSKS

7.8.15
Date

Lisa Christie
Name: Lisa Christie
Title: executive director

Contractor Initials h
Date 7.8.15



**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

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



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

Contractor Initials LC
Date 7.8.15



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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 7-8-15



Exhibit I

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- 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
Mary Ann Conway
 Signature of Authorized Representative
MARY ANN CONWAY
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
8/14/15
 Date

Nashua Soup Kitchen : Shelter, Inc
 Name of the Contractor
Lisa Christie
 Signature of Authorized Representative
Lisa Christie
 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: NSKS

7-8-15
Date

Lisa Christ
Name: Lisa Christie
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**



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.



**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

Maura Ryan
Name: Maura Ryan
Title: Director

5/15/17
Date

New Horizons for New Hampshire, Inc.
[Signature]
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:



**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. V. [unclear]
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 \$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.

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 "Wm Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	NEW HORIZONS FOR NEW HAMPSHIRE, INC.	Business ID:	66330
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	08/06/1973	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	08/06/1973	Mailing Address:	NONE
Principal Office Address:	199 MANCHESTER ST., MANCHESTER, NH, 03103, USA		
Citizenship / State of Incorporation:	Domestic/New Hampshire	Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual	Phone #:	NONE
Business Email:	NONE	Fiscal Year End Date:	NONE
Notification Email:	NONE		

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Health Care and Social Assistance	Temporary Shelters
2	NOT REQUIRED	

Page 1 of 1, records 1 to 2 of 2

CERTIFICATE OF VOTE

I, David H. 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: May 15, 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 15th day of May, 2017.
(Date Contract Signed)

4. Charlie Sherman is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory) of the Agency.

David H. Cassidy - BOD Pres.
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 16th day of May, 2017.

By DAVID CASSIDY
(Name of Elected Officer of the Agency)

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

(NOTARY SEAL)

Commission Expires: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2017

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: Vivian Vaudreuil PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: vvaudreuil@crossagency.com	
INSURED New Horizons for New Hampshire, Inc. 199 Manchester Street PO Box 691 Manchester NH 03103-5232		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058 INSURER B: Wesco Ins. Co. 25011 INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		PHPK1513821	8/15/2016	8/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1513821	8/15/2016	8/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> 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		PHUB545813	8/15/2016	8/15/2017	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 <input checked="" type="checkbox"/> N N/A	WWC3226160 (3a.) NH All Officers Included	8/20/2016	8/20/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER Janice.southwick@dhhs.nh.g State of NH Bureau of Contracts & Procurement 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 Mark Ferdinando/BN5
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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.

199 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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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	<u>13,676</u>	<u>9,446</u>
Total Current Assets	248,618	320,862
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	<u>22,977</u>	<u>22,669</u>
Total Current Liabilities	85,579	81,603
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	<u>25,000</u>	<u>25,000</u>
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	123,010	127,570
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	751,950
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	18,800	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>\$ 187,553</u>	<u>\$ 290,212</u>
 SUPPLEMENTAL INFORMATION:		
Interest Paid	<u>\$ 1,949</u>	<u>\$ 2,524</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 fundraising 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 <u>Cash Surrender Value of Life Insurance</u>
Beginning Balance, July 1, 2015	\$ 28,551
Additions	-
Reductions	(3,026)
Transfers in to level 3	<u>-</u>
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 <u>Level 3</u> <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
	<u> </u>	<u> </u>
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.



New Horizons for New Hampshire
2016 -2017 Board of Directors

Name	Company	Title	Address	City	Phone
David H. Cassidy, Jr. (President)	Eastern Bank	Senior Vice President	[REDACTED]	[REDACTED]	[REDACTED]
Brian Hansen	Team Engineering	Project Manager	[REDACTED]	[REDACTED]	[REDACTED]
Sarah Jacobs (Secretary)	University of New Hampshire	Director of Strategic Initiatives	[REDACTED]	[REDACTED]	[REDACTED]
Peter Kachavos	Village MD of New Hampshire	Market President	[REDACTED]	[REDACTED]	[REDACTED]
Mike Maret	Rimol Greenhouse Systems	Co-Owner	[REDACTED]	[REDACTED]	[REDACTED]
Tony Matos	Altos Agency	CEO	[REDACTED]	[REDACTED]	[REDACTED]
Brian Mikol	Spectrum Marketing	Co-Owner	[REDACTED]	[REDACTED]	[REDACTED]
Ryan Mulholland	Westbridge	Director of Business Development	[REDACTED]	[REDACTED]	[REDACTED]
Brian O'Keefe	Manchester Police Department	Lieutenant	[REDACTED]	[REDACTED]	[REDACTED]
Jack Olson	Texas Instruments	VP/General Manager DC Solutions Bus. Unit	[REDACTED]	[REDACTED]	[REDACTED]
Sandra S. Pappajohn (Vice President)	Berry Dunn	Sr. Manager	[REDACTED]	[REDACTED]	[REDACTED]
Frank Saglio (Treasurer)	Howe Riley & Howe, PLLC	CPA	[REDACTED]	[REDACTED]	[REDACTED]
Kristi Scarpone	FIRST Robotics	Corporate and Foundation Relations	[REDACTED]	[REDACTED]	[REDACTED]
Peter Telge	Milly's Tavern	Owner	[REDACTED]	[REDACTED]	[REDACTED]
Roy W. Tilsley, Jr.	Bernstein Shur	Attorney	[REDACTED]	[REDACTED]	[REDACTED]
Glen Villano	Merchants Automotive Group	CEO	[REDACTED]	[REDACTED]	[REDACTED]

(all 603 area code)

Meetings minimum 4x/year

Charlie Sherman

3 [REDACTED] 03

[REDACTED] NH 04

603 [REDACTED]

[REDACTED]

SKILLS PROFILE

- 14 years of experience in the banking/business industry
- Management expertise
- Two decades of volunteering with area non-profit community
- Founded and built a successful travel agency
- 18-years of experience in New Hampshire's media
- Personal connections to state and local political leaders

EMPLOYMENT HISTORY

Bank Vice President/Treasurer 1972-1981
Commonwealth Bank, Boston, MA

- Managed day to day operations of two bank branches
- Led new business development
- Restructured bank's business plan to recapture losses resulting from bank acquisition
- Guided bank branches from losses to period of profitability
- Served at every level of bank operations from teller to VP, total understanding of business plan

Bank Vice President 1982-1986
Indian Head Bank & Trust Company, Rochester, NH

- Recruited to lead bank branches
- Managed 20 employees in day to day operations
- Restructured business plan to turn bank's quarterly losses into period of profitability
- Loans grew from \$6 million to \$16 million, Deposits grew from \$8 million to \$28 Million

President 1986-1992
Uniglobe Kendall Travel, Rochester, NH

- Built agency from zero clients to \$4.5 million dollar annual book of business
- 80% Corporate / 20% Tourism clientele

Sports Director 1992-2004
WMUR-TV, Manchester, NH

- Award-winning Sports Anchor/Reporter
- Commonly used as the "Goodwill Ambassador" of WMUR, hosting and leading dozens of non-profit projects for the station

Morning Show Host 2004-2011
WGIR Radio, Manchester, NH

- Daily morning news/talk format broadcast on four stations
- Award-winning program with focus on community events and activities

Executive Director
New Horizons for New Hampshire, Inc.
Manchester, New Hampshire

2011-Present

Responsible for the daily operations and staff of:

- Soup Kitchen
- Food Pantry
- Shelter
- Angie's Women's Shelter

NH1 News on WBIN TV

- Weekday News Anchor 2014-2017

EDUCATION

Northeastern University 1980
Business Administration

EDUCATION

Leland Powers School 1972

Northeastern University 1980
Business Administration

Professional Associations

NH Association of Broadcasters -2003 Broadcaster of the Year

100 Club of New Hampshire

Ronald Charland

603 [REDACTED]

Work History

New Horizons for NH	Case Manager	9/12 – present
New Horizons for NH	Intake Manager (grant funded)	11/10 – 5/11
Self-Employed	Painter	4/07 – 9/12
New Horizons for NH	Moving On Program	2006 – present
Angies Shelter	Education Group Surviving Compulsive Behaviors	2006 – present
Serenity Place Manchester, NH	Substance Abuse Counselor	5/05 – 4/07
I.D.I.P.	Instructor, State of NH D.W.I. Reinstate Drivers License Program	5/05 – 5/06
New Horizons for NH Manchester, NH	Program Director	3/04 – 5/05
Jump Start Manchester, NH	Painter	3/03 – 3/04
Keystone Hall Nashua, NH	Senior Residential Counselor	4/02 – 1/03
Tirrell House Manchester, NH	Substance Abuse Counselor	2000 – 2002
Manchester Fire Dept.	Firefighter E.M.T	1974 – 2001

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.

SUMMARY

Supervisory, case management, residential management and job development experience. Focus on individualized goals, rehabilitation, benefits and housing. Facilitate support groups and didactic presentations to build coping skills and tools for substance abuse relapse prevention.

AREAS OF EXPERTISE

- Evidence Based Practice, vocational development, referral
- Addiction studies to promote self-help, motivational groups developing skills for recovery
- Develop a genuine rapport to assist clients and meet their goals towards independence
- Staff meetings, employee evaluations, scheduling, continuum of care
- Case management, evaluate needs for specific services

EXPERIENCE

Angie's (New Horizons for NH)
House Manager/Case Manager 12/2013-Present

- Facilitate interviews for hire, evaluations, staff scheduling and staff meetings.
- Intake and referral, goal setting for integrated services to support program requirements
- Provide services to homeless populations and individuals with Co-Occurring diagnosis.

Mental Health Center of Greater Manchester 03/2011-12/2013
Individual Placement Specialist

- Evidence Based Supported Employment, Motivational Interviewing, Behavioral Analysis, Benefits and education support

Easter Seals Farnum Center, NH 9/2009-03/2011
Residential Instructor

- Perform duties supporting substance abuse treatment goals, facilitating groups and activities. Medication support, documentation, facility orientation and crisis intervention.

Angie's (New Horizons for NH)
House Manager/Case Manager 5/2008-9/2009

- Facilitate interviews for hire, evaluations, staff scheduling and staff meetings.
- Intake and referral, goal setting for integrated services to support program requirements
- Provide services to homeless populations and individuals with Co-Occurring diagnosis.

Keystone Hall, Nashua, NH 3/2007 -5/2008
Milieu Manager

- Complete intake, screenings, crisis intervention, facility monitoring and leading educational groups.
- Guidance to individuals seeking, support, treatment and referral services for alcohol and drug dependency and abuse.

Easter Seals NH, Manchester, NH 10/2001-3/2007
Job Placement Specialist

- Assess each clients work history, skills, set goals for employment and networking with area businesses.
- Contracted for Vocational Rehabilitation and resourcing to expand services to clients.

EDUCATION

Springfield College, Manchester, NH **Human Services and Addiction Studies B.S. 2009**
University of Maine, Farmington, ME **Special Education and Performing Arts 1994-1996**

ADDITIONAL TRAININGS

Illness Management Recovery, Dialectical Behavior Therapy, Motivational Interviewing, Integrated Treatment for Co-Occurring Disorders, Cognitive Behavioral Therapy, Microsoft Word/Excel, Outlook, Adult CPR and First Aid Certified, HMIS

Tara E. Anderson

27 Albany Street Manchester, NH 06103

(603) 541-1011

Objective

To obtain a challenging and rewarding career in the Social Services Field, where I can further my skills, education, and knowledge in assisting individuals on the road to self sufficiency.

Experience

2009-Current Angie's For Women/New Horizons For NH Inc. Manchester, NH

Shelter Assistant

- Effectively complete case management meetings
- Input client data into NH-HMIS
- Complete interviews and intakes of pending clients
- Establish and maintain healthy boundaries
- Provide a safe and secure environment for clients
- Maintain overall confidentiality
- Document daily activities as well as all incidents
- Ensure program rules and expectations are being met
- Create new daily documentation forms as needed
- Perform numerous office tasks
- Training of new employees

2007-2008 E and R Laundry And Dry Cleaners Manchester, NH

Second Shift Team Leader/Packing Associate

- Supervised overall employee production
- Directed staff during entire shift
- Assigned as second shift team leader
- Continuously met all required goals
- Provided our customers with a quality product
- Training of new employees

Education

2013 NH-HMIS Training Certification Manchester, NH

2007 MS Word Certification Manchester, NH

2007 Pharmacy Technician Certification Manchester, NH

2006 Healthcare Foundation Skills Certification Manchester, NH

References

Available Upon Request

CONTRACTOR NAME

Key Personnel

Tara

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Charlie Sherman	Executive Director	\$90,000	4%	\$3,600
Kevin Kintner	Program Director	\$57,696	100%	\$57,696
Kim Anderson	Case Worker	\$32,000	100%	\$32,000
Ron Charland	Case Worker	\$37,000	100%	\$37,000
Cheryl Hunt	Program Manager – Angies	\$37,429	100%	\$37,429

EV 13

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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

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

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	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

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

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.

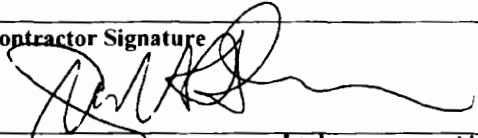
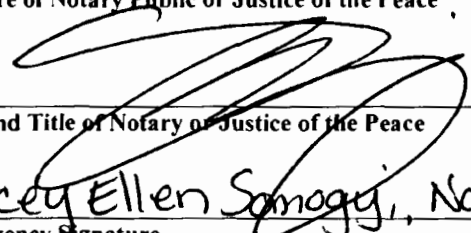
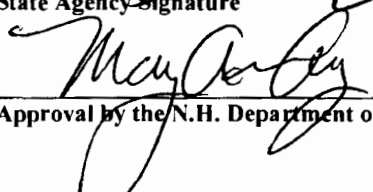
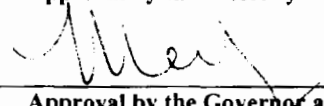
Subject: State Grant-In-Aid Funds Program

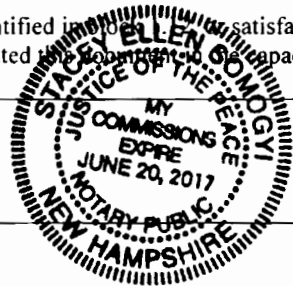
AGREEMENT

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, satisfactorily proven to be the person whose name is signed 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. York-Ritter On: <u>10/1/15</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.


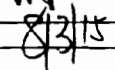
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event 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: 

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.

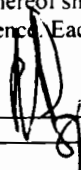
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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.

Contractor Initials:

Date:

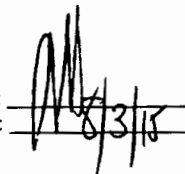
The signature is a stylized, cursive mark. The date is handwritten as 8/3/15.



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]
Date 8/3/15



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.

Handwritten signature and date: 8/23/16



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.

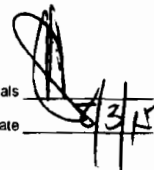

Date 8/3/15



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.



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 and date: 18/3/15



- 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.


8/3/15



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

[Handwritten Signature]
Date 8/3/15



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

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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.

[Handwritten Signature]
Date 6/3/15



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 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

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. Sherman
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):

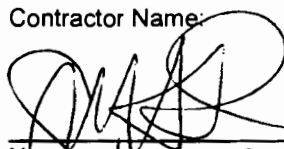
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

8/3/15
Date

Contractor Name:

Name: Charles S. Sherman
Title: Executive Director


Date 8/3/15



**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 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 (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.

Date 8/3/15

Contractor Name: _____
Name: Charles S. Sherman
Title: Executive Director

Contractor Initials _____
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

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. Sherman
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 J. Sherman
Title: Executive Director

Contractor Initials [Signature]
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: 4/3/15]



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 (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

[Handwritten signature]
[Handwritten initials]



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 initials]
[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 DHHHS</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>Ms. Ann Cooney</u>	<u>Charles S. Sherman</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

Contractor Initials [Signature]
Date 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 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?

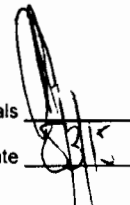
NO YES

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**



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. R.
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. Yocco
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.

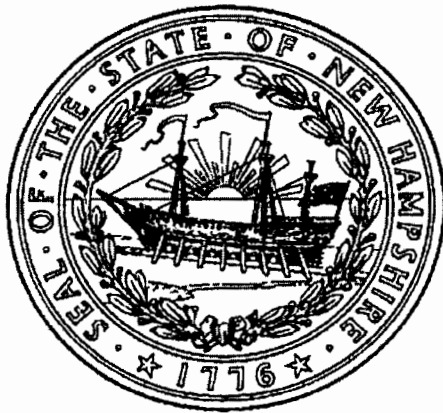
State of New Hampshire

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 black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: NEW HAMPSHIRE COALITION AGAINST DOMESTIC AND SEXUAL VIOLENCE
 Business ID: 63838
 Business Type: Domestic Nonprofit Corporation
 Business Status: Good Standing
 Business Creation Date: 04/30/1981
 Name in State of Incorporation: NEW HAMPSHIRE COALITION AGAINST DOMESTIC AND SEXUAL VIOLENCE
 Date of Formation in Jurisdiction: 04/30/1981
 Principal Office Address: PO Box 353, Concord, NH, 03301, USA
 Mailing Address: NONE
 Citizenship / State of Incorporation: Domestic/New Hampshire
 Last Nonprofit Report Year: 2015
 Next Report Year: 2020
 Duration: Perpetual
 Business Email: NONE
 Phone #: NONE
 Notification Email: NONE
 Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / STATEWIDE COORDINATION OF SERVICES TO VICTIMS OF DOMESTIC AND SEXUAL VIOLENCE	

Page 1 of 1, records 1 to 1 of 1

CERTIFICATE OF VOTE

I, Amy Vorenberg, Clerk --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 April 22, 2014:
(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 9th day of May, 2017.
(Date Contract Signed)

4. Lyn M. Schollett is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Amy Vorenberg
(Signature of the Elected Officer) Clerk, NHCADSV

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 9th day of May, 2017.

By Amy Vorenberg
(Name of Elected Officer of the Agency)

Pamela English
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10-29-19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2017

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C, Ho, Ext): (603) 293-2791 FAX (A/C, Ho): (603) 293-7188 E-MAIL ADDRESS: pat@esinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Great American Ins Group</td> <td></td> </tr> <tr> <td>INSURER B: Liberty Mutual Agency Corporation</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Ins Group		INSURER B: Liberty Mutual Agency Corporation		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER A: Great American Ins Group														
INSURER B: Liberty Mutual Agency Corporation														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED NH Coalition Against Domestic and Sexual Violence PO Box 353 Concord NH 03302														

COVERAGES CERTIFICATE NUMBER: 17-18 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	ADDITIONAL SUBR INSD	Y/YD	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:			MAC5464236-16	5/15/2017	5/15/2018	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 \$ 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 <input checked="" type="checkbox"/> NON-OWNED AUTOS			MAC5464236-16	5/15/2017	5/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 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 checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB8234007-09	5/15/2017	5/15/2018	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	WC5-318-604577-017	5/15/2017	5/15/2018	PER STATUTE 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)

CERTIFICATE HOLDER

NH Department of Health & 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

Pat Mack/PAT

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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, 2016 and 2015

SINGLE AUDIT REPORTS

June 30, 2016

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE

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, 2016 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, 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 New Hampshire Coalition Against Domestic and Sexual Violence's 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 6, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other 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 3, 2016, 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 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, PC

Rowley & Associates, P.C.
Concord, New Hampshire
October 3, 2016

New Hampshire Coalition Against Domestic and Sexual Violence
Statements of Financial Position
June 30, 2016 and 2015

ASSETS	<u>2016</u>	<u>2015</u>
<u>CURRENT ASSETS</u>		
Cash, unrestricted	\$ 374,488	\$ 318,172
Cash, temporarily restricted	38,348	46,266
Grants Receivable	1,112,096	940,590
Prepaid Expenses	12,552	11,715
Total Current Assets	<u>1,537,484</u>	<u>1,316,743</u>
<u>PROPERTY AND EQUIPMENT</u>		
Land	52,143	52,143
Building	267,592	267,592
Equipment	102,623	103,122
Building Improvements	25,736	25,736
	<u>448,094</u>	<u>448,593</u>
Less Accumulated Depreciation	(217,290)	(207,908)
Total Property and Equipment, Net	<u>230,804</u>	<u>240,685</u>
 Total Assets	 <u>1,768,288</u>	 <u>1,557,428</u>
 LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Current Portion of Long-Term Debt	5,751	5,473
Accounts Payable	914,251	782,576
Accrued Expenses	74,949	48,808
Total Current Liabilities	<u>994,951</u>	<u>836,857</u>
<u>LONG-TERM LIABILITIES</u>		
Long-Term Debt, Net of Current Portion	<u>43,903</u>	<u>49,652</u>
<u>NET ASSETS</u>		
Unrestricted	691,086	624,653
Temporarily Restricted	38,348	46,266
Total Net Assets	<u>729,434</u>	<u>670,919</u>
 Total Liabilities and Net Assets	 <u>\$ 1,768,288</u>	 <u>\$ 1,557,428</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, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<u>UNRESTRICTED NET ASSETS</u>		
Support and Revenue:		
Grant Revenue	\$ 4,729,261	\$ 4,329,040
Contributions	330,241	253,131
Donated Services	169,443	186,547
Miscellaneous income	25,800	37,887
Total Support and Revenue	<u>5,254,745</u>	<u>4,806,605</u>
<u>NET ASSETS RELEASED FROM RESTRICTIONS</u>		
Net Assets Released from Donor Imposed Restriction	<u>63,687</u>	<u>59,275</u>
<u>EXPENSES</u>		
Program Services	5,091,124	4,648,433
Management and General	141,588	192,029
Fundraising	19,287	14,771
Total expenses	<u>5,251,999</u>	<u>4,855,233</u>
Increase in Unrestricted Net Assets	66,433	10,647
<u>TEMPORARILY RESTRICTED NET ASSETS</u>		
Grant Revenue	55,769	44,795
Net Assets Released from Donor Imposed Restriction	<u>(63,687)</u>	<u>(59,275)</u>
(Decrease) in Temporarily Restricted Net Assets	<u>(7,918)</u>	<u>(14,480)</u>
INCREASE (DECREASE) IN NET ASSETS	58,515	(3,833)
NET ASSETS AT BEGINNING OF YEAR	<u>670,919</u>	<u>674,752</u>
NET ASSETS AT END OF YEAR	<u>\$ 729,434</u>	<u>\$ 670,919</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, 2016
With Comparative Totals for Year Ended June 30, 2015

	<u>Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total 2016</u>	<u>Total 2015</u>
Salaries	\$ 938,208	\$ 89,309	\$ 12,164	\$ 1,039,681	\$ 936,076
Payroll taxes	75,943	7,229	985	84,157	80,088
Health and Dental Insurance	74,454	7,087	966	82,507	71,433
Other Employee Benefits	28,722	2,734	372	31,828	22,287
Professional Services	129,778	12,354	1,683	143,815	137,460
Contract/Grant Services	3,462,638	-	-	3,462,638	3,243,483
Memberships	3,649	347	47	4,043	3,978
Publications	614	58	8	680	490
Advertising/Public Awareness	832	79	11	922	2,794
Copying	3,805	362	49	4,216	4,215
Office Supplies	21,884	2,083	284	24,251	12,395
Postage	3,764	358	49	4,171	5,297
Printing	4,091	389	53	4,533	6,616
Equipment & Moving	2,766	263	36	3,065	1,210
Maintenance & Repair	25,522	2,429	331	28,282	18,882
Rent Expense	203	19	3	225	51
Interest	2,372	226	31	2,629	2,892
Parking	322	31	4	357	10
Insurance	8,001	762	104	8,867	8,855
PMC Stipend	2,166	206	28	2,400	3,200
Staff Development	15,926	1,516	206	17,648	16,914
Travel	55,027	5,238	713	60,978	68,912
Telephone	38,553	3,670	500	42,723	36,079
Utilities	4,152	395	54	4,601	7,509
Miscellaneous	25,912	2,467	336	28,715	8,059
AVAP Miscellaneous Expense	69,617	-	-	69,617	71,240
AVAP Member Training/Education	1,929	-	-	1,929	3,291
Direct Training	63,605	-	-	63,605	52,145
Community Education	5,902	-	-	5,902	7,926
Depreciation Expense	8,917	849	116	9,882	10,103
Accounting Fees	11,850	1,128	154	13,132	11,343
Total Expenses	<u>\$ 5,091,124</u>	<u>\$ 141,588</u>	<u>\$ 19,287</u>	<u>\$ 5,251,999</u>	<u>\$ 4,855,233</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, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Increase (Decrease) in Net Assets	\$ 58,515	\$ (3,833)
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities		
Change in restricted cash	7,918	14,480
Depreciation	9,881	10,103
Loss on disposal of fixed assets	-	209
(Increase) Decrease in Operating Assets:		
Grants Receivable	(171,506)	(118,313)
Prepaid Expenses	(837)	(1,132)
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	131,675	108,262
Accrued Expenses	26,141	5,894
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>61,787</u>	<u>15,670</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Acquisition of Fixed Assets	-	(3,099)
NET CASH USED BY INVESTING ACTIVITIES	<u>-</u>	<u>(3,099)</u>
<u>CASH FLOWS FROM FINANCING ACTIVITIES</u>		
Repayment of Long-Term Debt	(5,471)	(5,208)
NET CASH USED BY FINANCING ACTIVITIES	<u>(5,471)</u>	<u>(5,208)</u>
NET INCREASE IN UNRESTRICTED CASH	56,316	7,363
UNRESTRICTED CASH AT BEGINNING OF YEAR	<u>318,172</u>	<u>310,809</u>
UNRESTRICTED CASH AT END OF YEAR	<u>\$ 374,488</u>	<u>\$ 318,172</u>
<u>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</u>		
Cash paid during the year for:		
Interest	<u>\$ 2,628</u>	<u>\$ 2,892</u>
Donated Services	<u>\$ 169,443</u>	<u>\$ 186,547</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, 2016 and 2015

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 network of 13 independent member programs committed to ending domestic and sexual violence. The Coalition assists its member groups 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 is an umbrella organization that provides technical and financial support to 13 member agency crisis centers who in turn provide services to survivors of sexual assault, domestic violence, human trafficking, and stalking.

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 participates in numerous statewide boards and commissions to advocate for effective responses to victims.

Coalitions staff provide legal education and training to court and law enforcement officials and attorneys, and collaborates 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 Policy staff work closely with other advocacy groups and legislators on drafting legislation, organizing testimony, and advocating for policy change throughout the 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; judicial matters and law enforcement; privacy and personal information; healthcare; and economic justice issues.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2016 and 2015

NOTE A-NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES, (continued)

Nature of Activities (Continued)

The Coalition develops statewide plans to prevent domestic and sexual violence. Coalition staff is proactive in educating the public on the causes and effects of domestic and sexual violence and stalking and the services available across the state. The Coalition has sponsored research on the prevalence of violence in New Hampshire. Coalition staff provides resources and sources for responsible news media and reporting.

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 direct services are available to victims of domestic and sexual violence and stalking throughout New Hampshire.

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.

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.

Sexual Assault Nurse Examiner (SANE) Program

The Sexual Assault Nurse Examiner Program, known as SANE, is a joint project of the Coalition and the NH Department of Justice. A Sexual Assault Nurse Examiner 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 if a sexual assault case goes to trial. 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 (co-occurrence) 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 District Offices of DCYF. 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, 2016 and 2015

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, 2016 and 2015, the value of contributed services relating to printing, community education, direct training and professional fees were \$169,443 and \$186,547, 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.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2016 and 2015

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, 2016 and 2015 was \$9,882 and \$10,103, 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, 2016 and 2015.

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 \$3,250 and \$3,908 at June 30, 2016 and 2015, respectively.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2016 and 2015

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, 2016 and 2015 respectively, the temporarily restricted net assets are available for the following purpose:

	<u>2016</u>	<u>2015</u>
National Football League	\$ -	\$ 19,795
Verizon No More	5,896	5,896
Verizon Translation	-	5,371
Verizon Trauma	-	5,000
Women Fund, Trauma	-	10,204
HNH Foundation	31,833	-
Encourage Arrest Program	<u>619</u>	<u>-</u>
Total	<u>\$ 38,348</u>	<u>\$ 46,266</u>

NOTE C – LONG-TERM NOTES

As of June 30, 2016 and 2015, long-term debt consists of the following:

	<u>2016</u>	<u>2015</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	\$ 49,654	\$ 55,125
Less Current Portion	<u>5,751</u>	<u>5,473</u>
Total Long Term Debt	<u>\$ 43,903</u>	<u>\$ 49,652</u>

Future scheduled maturities of long-term debt are as follows:

Years ending June 30:

2017	\$ 5,751
2018	6,046
2019	6,354
2020	6,678
2021	7,020
Thereafter	<u>17,805</u>
Total	<u>\$ 49,654</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 October 31, 2016 and automatically renews annually. The interest is 0.5% over Wall Street Journal prime rate, which was 4.00% as of June 30, 2016. The line of credit is secured by all business assets. There were no borrowings against the line as of June 30, 2016 and 2015.

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Financial Statements
Years Ended June 30, 2016 and 2015

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, 2016 and 2015 the Organization had \$60,925 and \$83,747 uninsured cash balances, respectively.

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, 2016 and 2015 totaled \$6,999 and \$4,850, 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 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 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 3, 2016, 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>2016</u>		
Grants Receivable	<u>\$1,112,096</u>	<u>\$1,112,096</u>
<u>2015</u>		
Grants Receivable	<u>\$ 940,590</u>	<u>\$ 940,590</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

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

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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, 2016, 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 3, 2016.

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, PC

Rowley & Associates, P.C.
Concord, New Hampshire
October 3, 2016

ROWLEY & ASSOCIATES, P.C.

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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, 2016. 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, 2016.

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 3, 2016

New Hampshire Coalition Against Domestic and Sexual Violence
Schedule of Findings and Question Costs
Year Ended June 30, 2016

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, 2016

<u>Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
<u>U.S. Department of Health and Human Services:</u>				
Direct Program - Family Violence Prevention Services Act	93.591		-	253,482
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	204,314	307,380
Total Pass-Through Programs			1,000,828	1,115,938
TOTAL U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES			1,000,828	1,369,420
<u>U.S. Department of Justice:</u>				
Direct Program - Violence Against Women Act of 2000	16.588		-	217,300
Pass-Through Programs from State of NH Department of Justice:				
VOCA, PMC Subcontracts	16.575	20150010	1,351,531	1,351,531
VOCA, Training	16.575	20150010	-	18,718
VOCA, Addtl Training	16.575	20150010	-	4,500
VOCA, Technology & Foundation Project	16.575	20150010	-	115,155
VAWA, SASP	16.017	2016SASP01	17,904	17,904
VAWA, SASP	16.017	2015SASP01	243,811	243,811
VAWA, GTEAP	16.590	2015GTEAP02	2,941	15,891
VAWA, GTEAP	16.590	2016GTEAP02	84,442	167,706
VAWA, STOP	16.588	2015W081	-	97,309
VAWA, STOP	16.588	2016W090	-	21,702
Total Pass-Through Programs			1,700,629	2,054,227
TOTAL U.S. DEPARTMENT OF JUSTICE			1,700,629	2,271,527
<u>Corporation for National & Community Services:</u>				
Direct Program - AmeriCorps Victim Assist Programs	94.006		-	275,981
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 2,701,457	\$ 3,916,928

New Hampshire Coalition Against Domestic and Sexual Violence
Notes to Schedule of Expenditures of Federal Awards
Year Ended June 30, 2016

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, 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 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

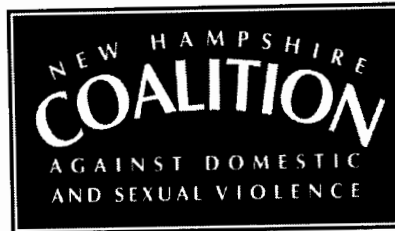
The New Hampshire Coalition Against Domestic and Sexual Violence provide federal awards to subrecipients as follows:

<u>Program Title</u>	<u>Federal CFDA #</u>	<u>Amount Provided</u>
Sexual Violence Prevention	93.136	\$ 204,314
Family Violence Prevention Services Act	93.671	796,514
OW Grants to Encourage Arrest Policies	16.590	87,383
Victims of Crime Act	16.575	1,351,531
Sexual Assault Services Program	16.017	<u>261,715</u>
		<u>\$2,701,457</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.

P.O. Box 353
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www.nhcadsv.org



Statewide Toll Free Hotlines

Domestic Violence:
1-866-644-3574
Sexual Assault:
1-800-277-5570

NHCADSV Board Members

MEMBERS:

*RESPONSE to Sexual &
Domestic Violence*
Berlin
Groveton

Turning Points Network
Claremont
Newport

*Crisis Center of Central
New Hampshire*
Concord

Starting Point
Conway

*Sexual Harassment and Rape
Prevention Program (SHARPP)*
University of New Hampshire
Durham

*Monadnock Center for
Violence Prevention*
Keene
Peterborough

New Beginnings
Laconia

WISE
Lebanon

The Support Center at Burch House
Littleton

YWCA Crisis Service
Manchester

*Bridges: Domestic and
Sexual Violence Support*
Nashua
Milford

Voices Against Violence
Plymouth

HAVEN
Portsmouth
Rochester
Salem

Peggy O'Neil, Chair
Lindsay Nadeau, Vice-Chair
Jo Fonda Newell, Treasurer
Shannon Chandley, Clerk
Amy Vorenberg
David Bellman
Deborah Mozden
Gail Bakis
Stacey Pawlik
Suzanne Harvey

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

- 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.

Manchester, NH

November 2010-June 2011

WORK EXPERIENCE (CONTINUED)

AmeriCorps VISTA

Child Health Services

- 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

- Assisted with grant research and writing, organized programming for refugee and immigrant youth and their families.

July 2009- December 2009

Manchester, NH

January 2010-July 2010

EDUCATION

University of Pittsburgh, School of Social Work

Master of Social Work: Community Organizing and Social Administration

Pittsburgh, PA

April 2014

Emmanuel College

B.A. English Communications & B.A. Sociology

Boston, MA

May 2009

Study Abroad: School of International Training

Attended the Morocco: Culture and Society program. Included a one month research period.

Rabat, Morocco

Spring 2008

GRADUATE FELLOWSHIP

Albert Schweitzer Fellowship

Traditional Fellow

- 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.

Pittsburgh, PA

April 2013-May 2014

Awards/Scholarship:

Mon Valley Woman of Achievement: Special Project Award

- 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.

October 2013

University of Pittsburgh: Merit Scholarship

- Awarded \$3,500 for each of the four semesters of the Master of Social Work graduate program.

August 2012-April 2014

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.

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
B.S. Liberal Arts (Business Management) Virginia Wesleyan College
New Hampshire Licensed Alcohol and Drug Counselor

August 1995
May 1989A
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.

NEW HAMPSHIRE COALITION AGAINST DOMESTIC AND SEXUAL VIOLENCE
SFY18 State Grant-In-Aid (SGIA) Funds Program
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Pamela English	Administrative Director	\$72,880	Zero	Zero
Marie Linebaugh	Program Director	\$61,800	Zero	Zero
Linda Douglas	Trauma Informed Services Specialist	\$56,285	Zero	Zero



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

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.

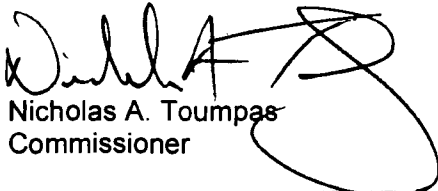
Area Served: Statewide

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 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	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


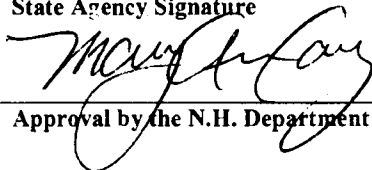
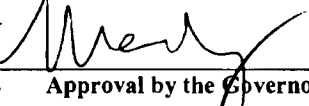
Subject: State Grant-In-Aid Funds Program

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 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] <u>Pamela English</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Pamela English, 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:  Mary A. V. 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: 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.



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

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7/8/15



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.

WMS
4/8/15



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. 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

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- 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 \$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.



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 \$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

Cheryl A. Schaller
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:

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 (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:

7/8/15
Date

Lyn M. Schollett
Name: Lyn M. Schollett
Title: Executive Director

Contractor Initials 7/8/15
Date LMS ↗ 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

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

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

Lyn M. Schollett
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

Name:
Title:

Bernard A. ...
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

LMS

7/8/15



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
[Signature]
 Signature of Authorized Representative
MARY ANN COONEY
 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
[Signature]
 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

Samira Stoll
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: _____



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.

LMP

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

Marybeth 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

Date 5/26/17

Name: [Signature]
Title: Asst. 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 – 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.

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

Business Information

Business Details

Business Name:	NEW HAMPSHIRE LEGAL ASSISTANCE	Business ID:	63969
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	04/20/1971	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	04/20/1971		
Principal Office Address:	117 North State Street, Concord, NH, 03301, USA	Mailing Address:	117 North State Street, Concord, 03301, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / CIVIL LEGAL SERVICES FOR THE POOR & ELDERLY	

Page 1 of 1, records 1 to 1 of 1

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 11/9/2016.
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 10th day of May, 2017.
(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 10th day of May, 2017.

By Samantha D. Elliott
(Name of Elected Officer of the Agency)

Cheryl Steinhilber (Formerly Driscoll)
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 12/3/2019

NEW HAMPSHIRE LEGAL ASSISTANCE

Board of Directors

ANNUAL BOARD RESOLUTION
AUTHORIZING FUNDING APPLICATIONS

November 9, 2016

Be it resolved that the Executive Director of New Hampshire Legal Assistance (NHCLA) and/or her designee is authorized to seek and apply for funds from:

Endowment for Health,

Local Community Development Offices,

New Hampshire Bar Foundation (IOLTA and other),

New Hampshire Charitable Foundation and affiliated foundations and funds,

New Hampshire Bureau of Elderly and Adult Services,

New Hampshire Department of Health and Human Services,

New Hampshire Housing Finance Authority,

New Hampshire Department of Justice,

New Hampshire Legislature (for renewal and possible expansion of NHCLA's state appropriation),

United States Administration on Aging,

U.S. Department of Housing and Urban Development,

U. S. Department of Justice,

United Ways,

and is further authorized to apply for other public and private grants, contracts, and awards, and donations, for civil legal services to the poor, to be used for general revenues and for special projects, and is further authorized to execute such documents as necessary to accept such funds in the name of New Hampshire Legal Assistance.

This resolution shall remain in effect through December 31, 2017.

Adopted by the Board of Directors

November 9, 2016



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 E-MAIL ADDRESS: cscala@crossagency.com FAX (A/C, No): (603) 645-4331
INSURED NEW HAMPSHIRE LEGAL ASSISTANCE INC. 117 N. STATE STREET CONCORD NH 03301	INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Ins Co. NAIC # 22292 INSURER B: Citizens Ins Co of America 31534 INSURER C: 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC 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/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 <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 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>
---	--

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.

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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
December 31, 2016 and 2015

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
New Hampshire Legal Assistance, Inc.

We have audited the accompanying financial statements of New Hampshire Legal Assistance, Inc., which comprise the statements of financial position as of December 31, 2016 and 2015, 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. 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, 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.

Other Matters

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The 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. 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 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 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.

Vachon, Aubrey & Company PC

Manchester, New Hampshire
March 24, 2017

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
 Statements of Financial Position
 December 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
ASSETS		
CURRENT ASSETS:		
Cash and equivalents	\$ 1,428,475	\$ 1,480,364
Cash, restricted	50,494	109,206
Investments	2,283	2,290
Grants and contracts receivable	4,153,203	1,568,996
Contributions receivable	56,851	14,737
Prepaid expenses	25,429	34,364
Security deposits	<u>13,850</u>	<u>13,850</u>
TOTAL CURRENT ASSETS	<u>5,730,585</u>	<u>3,223,807</u>
NONCURRENT ASSETS:		
Contributions receivable	5,000	10,000
Land, building and equipment (net)	<u>248,643</u>	<u>234,567</u>
TOTAL NONCURRENT ASSETS	<u>253,643</u>	<u>244,567</u>
TOTAL ASSETS	<u>\$ 5,984,228</u>	<u>\$ 3,468,374</u>
LIABILITIES & NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 68,478	\$ 40,909
Accrued expenses	132,540	127,027
Deposits held for others	50,494	109,206
Current portion of note payable	<u>11,000</u>	<u>11,000</u>
TOTAL CURRENT LIABILITIES	<u>262,512</u>	<u>288,142</u>
NONCURRENT LIABILITIES:		
Note payable, less current portion	<u>30,000</u>	<u>42,000</u>
TOTAL NONCURRENT LIABILITIES	<u>30,000</u>	<u>42,000</u>
TOTAL LIABILITIES	<u>292,512</u>	<u>330,142</u>
NET ASSETS:		
Unrestricted	1,032,094	1,020,960
Temporarily restricted	<u>4,659,622</u>	<u>2,117,272</u>
TOTAL NET ASSETS	<u>5,691,716</u>	<u>3,138,232</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 5,984,228</u>	<u>\$ 3,468,374</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Statements of Activities
For the Years Ended December 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
CHANGES IN UNRESTRICTED NET ASSETS		
SUPPORT AND REVENUE:		
New Hampshire Bar Foundation - IOLTA	\$ 249,083	\$ 284,669
Government grants and contracts	900,763	837,223
United Ways	96,823	112,277
Contributions - Foundations and Other	265,444	234,573
Contributions - Campaign for Legal Services	277,040	229,423
Case revenue	260,966	142,552
Investment income	1,000	2,459
Net assets released from restrictions	1,506,116	1,494,797
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>3,557,235</u>	<u>3,337,973</u>
EXPENSES:		
Program services:		
Domestic violence project	168,677	221,781
Housing justice project	676,106	647,564
Senior law project	226,177	209,385
Youth law project	57,598	220,299
Other civil legal services	1,646,241	1,353,544
Total program services	<u>2,774,799</u>	<u>2,652,573</u>
Supporting services:		
Fund raising	169,397	201,819
Management and general	601,905	430,995
Total supporting services	<u>771,302</u>	<u>632,814</u>
TOTAL EXPENSES	<u>3,546,101</u>	<u>3,285,387</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>11,134</u>	<u>52,586</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS		
New Hampshire Bar Foundation - IOLTA	177,917	203,331
Government grants and contracts	3,275,103	1,043,260
United Ways	30,633	31,166
Contributions - Foundations and Other	550,176	127,200
Contributions - Campaign for Legal Services	14,637	
Temporarily restricted net assets released from restrictions	<u>(1,506,116)</u>	<u>(1,494,797)</u>
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	<u>2,542,350</u>	<u>(89,840)</u>
CHANGE IN NET ASSETS	2,553,484	(37,254)
NET ASSETS - January 1	<u>3,138,232</u>	<u>3,175,486</u>
NET ASSETS - December 31	<u>\$ 5,691,716</u>	<u>\$ 3,138,232</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
 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	\$ 2,553,484	\$ (37,254)
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	21,130	21,020
Unrealized losses in investments	7	50
Net effect of changes in:		
Grants and contracts receivable	(2,584,207)	(191,269)
Contributions receivable	(37,114)	28,790
Prepaid expenses	8,935	4,019
Accounts payable	27,569	(14,653)
Accrued expenses	5,513	13,229
Deposits held for others	<u>(58,712)</u>	<u>63,080</u>
Net cash used by operating activities	<u>(63,395)</u>	<u>(112,988)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	<u>(35,206)</u>	<u> </u>
Net cash used in investing activities	<u>(35,206)</u>	<u> </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	(110,601)	(124,988)
CASH AND EQUIVALENTS - January 1	<u>1,589,570</u>	<u>1,714,558</u>
CASH AND EQUIVALENTS - December 31	<u>\$ 1,478,969</u>	<u>\$ 1,589,570</u>

See notes to financial statements

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended December 31, 2016 and 2015

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 the purpose of the Statements of Cash Flows, cash and cash equivalents consist of the following:

	<u>2016</u>	<u>2015</u>
As presented on the Statements of Financial Position -		
Cash and equivalents	\$ 1,428,475	\$ 1,480,364
Cash, restricted	50,494	109,206
	<u>\$ 1,478,969</u>	<u>\$ 1,589,570</u>

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2016 and 2015

Investments

Investments, which consist of unit investment trusts, are carried at market value at December 31, 2016 and 2015. 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>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 estimated fair value for donated items and is summarized as follows:

	<u>2016</u>	<u>2015</u>
Land	\$ 10,000	\$ 10,000
Building	447,807	421,175
Equipment	<u>224,209</u>	<u>215,635</u>
	682,016	646,810
Less: Accumulated Depreciation	<u>(433,373)</u>	<u>(412,243)</u>
	<u>\$ 248,643</u>	<u>\$ 234,567</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, 2016 and 2015 was \$21,130 and \$21,020, 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.

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, 2016 and 2015, because management of the Entity believes that all outstanding receivables are fully collectible.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2016 and 2015

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, 2016 and 2015 totaled \$69,300 and \$35,297, 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, 2016 and 2015 was \$102,459 and \$56,438, 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.

Reclassification

Certain reclassifications have been made to the December 31, 2015 financial statement presentation to correspond to the current year format. These reclassifications had no effect on the change in net assets for the year ending December 31, 2015, as previously reported.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2016 and 2015

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, 2016 and 2015:

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2016 and 2015

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

Assets at Fair Value as of December 31, 2015				
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Unit Investment Trusts		\$ 2,290		\$ 2,290
Total assets at fair value	\$ -	\$ 2,290	\$ -	\$ 2,290

Investment Valuation and Income Recognition

The Entity's investments as of December 31, 2016 and 2015 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, 2016 and 2015:

	Market Value <u>2016</u>	Market Value <u>2015</u>
Unit Investment Trusts	\$ <u>2,283</u>	\$ <u>2,290</u>

NOTE 3--GRANTS AND CONTRACTS RECEIVABLE

Grants and contracts receivable, by funding category, consist of the following at December 31, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
State of New Hampshire - Departments and Agencies	\$ 3,453,279	\$ 1,192,195
Local Governments	49,446	29,843
New Hampshire Bar Foundation - IOLTA	213,500	244,000
United Way (various branches)	38,716	40,958
Foundations and Other	<u>398,262</u>	<u>62,000</u>
	\$ <u>4,153,203</u>	\$ <u>1,568,996</u>

NOTE 4--NOTE PAYABLE

Note payable at December 31, 2016 and 2015 consists of the following:

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended December 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Promissory note payable, maturing July 2020; payable in monthly installments of \$1,000	<u>\$ 41,000</u>	<u>\$ 53,000</u>

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 four years are as follows:

Year Ended <u>December 31,</u>	<u>Amount</u>
2017	\$ 11,000
2018	12,000
2019	12,000
2020	<u>6,000</u>
	<u>\$ 41,000</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, 2016 and 2015.

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, 2016 and 2015 was \$86,156 and \$87,420, 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, 2016 and 2015 the Entity’s discretionary contribution was 2% of all employees’ salaries. Contributions to the plan for the year ended December 31, 2016 and 2015 totaled \$106,461 and \$97,242, 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, 2016 and 2015:

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Civil legal services	\$ 846,050	\$ 873,568
Fair Housing legal services	1,269,069	870,437
Domestic violence legal services	583,054	100,319
Elderly and Adult legal services	305,188	122,171
Juveniles and Youth legal services	44,198	
Human Services and Homeless legal services	24,844	75,000
Medical and Legal Collaboration	10,253	62,000
Enviornmental Justice Project	446,821	
Victims of Crime legal services	1,066,210	
Supervised Visitation legal services	49,298	
Campaign for Legal Services	14,637	13,777
	<u>\$ 4,659,622</u>	<u>\$ 2,117,272</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 \$167,650 and \$166,537 for the years ended December 31, 2016 and 2015, respectively.

The following is a schedule, by years, of future minimum payments for operating leases:

Year Ended	Annual Lease
<u>December 31,</u>	<u>Commitments</u>
2017	\$ 142,712
2018	145,065
2019	<u>122,272</u>
	<u>\$ 410,049</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, 2016 and, accordingly

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2016 and 2015

does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

As of December 31, 2016, the tax years 2015, 2014 and 2013 remain subject to possible examination by major tax jurisdictions.

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. Rather than spending these entire awards in the year they are received, the Entity allocates them over a period of years to avoid wide fluctuations in staff size.

NOTE 12--ECONOMIC DEPENDENCY

For the years ended December 31, 2016 and 2015, approximately 34% and 36%, 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, 2016 and 2015 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, the Legal Advice and Referral Center (LARC) and the Pro Bono Referral Program of the New Hampshire Bar Association (Pro Bono), all not-for-profit entities providing civil legal services to low-income people. During the year ended December 31, 2015 Pro Bono withdrew from the joint fundraising effort and did not participate in any distributions from the Campaign. 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, 2016 and 2015 the Campaign had total unrestricted revenue and support of \$290,827 and \$235,654, respectively, and total expenses excluding distributions of \$92,827 and \$134,805, respectively. Distributions to the Campaign partners during the years ended December 31, 2016 and 2015 totaled \$198,000 and \$100,849, respectively. Distributions were allocated and made as follows for the years ended December 31, 2016 and 2015: the Entity received \$128,700 and \$65,552, respectively, and LARC received \$69,300 and \$35,297, respectively.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended December 31, 2016 and 2015

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 24, 2017 which is the date the financial statements were available to be issued.

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Schedules of Functional Expenses
For the Years Ended December 31, 2016 and 2015

	Program Services					Supporting Services			Combined Total
	Domestic Violence Project	Housing Justice Project	Senior Law Project	Youth Law Project	Other Civil Legal Services	Fund Raising	Management and General	Total	
Salaries	\$ 108,040	\$ 452,051	\$ 136,012	\$ 36,114	\$ 1,075,624	\$ 1,807,841	\$ 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	169,134
Employee benefits	20,333	82,169	25,270	5,714	188,161	321,647	9,100	51,286	382,033
Space and occupancy	9,458	36,687	9,787	3,488	112,015	171,435	26,336	32,989	204,424
Office supplies and expenses	1,458	6,571	2,246	465	19,899	30,639	8,698	14,515	45,154
Postage	401	1,888	467	173	7,634	11,719	342	1,521	9,155
Equipment rental and maintenance	1,053	3,577	1,034	389	10,464	16,517	641	2,537	19,695
Communications	1,392	5,709	1,493	551	16,520	25,665	996	3,943	30,604
Library	2,061	8,014	2,085	701	18,233	31,094	1,207	4,777	37,078
Training and meetings	3,624	2,246	19,415	141	4,207	29,633	1,526	4,608	35,767
Insurance	895	3,572	1,637	342	11,532	17,978	698	2,762	21,438
Dues and fees	1,286	3,006	1,002	229	7,767	13,290	150	1,988	15,428
Litigation expenses	2,440	12,580	4,260	835	6,199	26,314	6,707	170,740	228,591
Temporaries/contract services	2,562	9,671	2,635	1,176	35,100	51,144	1,294	2,099	16,293
Sub-Grants	4,723	2,414	5,000	2,233	4,547	14,194	69,300	6,912	43,608
Travel		8,462	2,763	2,061	18,687	36,696	6,877	9,931	69,300
Distributions to campaign partners	686	2,907	666	223	9,297	13,779	3,054	23,710	23,710
Other expenses					17,115	17,115	4,015	4,015	21,130
Depreciation									
Total Functional Expenses	\$ 168,677	\$ 676,106	\$ 226,177	\$ 57,598	\$ 1,646,241	\$ 2,774,799	\$ 169,397	\$ 771,302	\$ 3,546,101

	Program Services					Supporting Services			Combined Total
	Domestic Violence Project	Housing Justice Project	Senior Law Project	Youth Law Project	Other Civil Legal Services	Fund Raising	Management and General	Total	
Salaries	\$ 141,609	\$ 425,941	\$ 136,410	\$ 128,504	\$ 819,750	\$ 1,652,214	\$ 282,947	\$ 377,220	\$ 2,029,434
Payroll taxes	11,631	34,808	11,184	10,598	63,206	131,427	7,486	29,953	161,380
Employee benefits	26,528	79,447	25,794	24,294	150,632	306,695	17,983	53,972	378,650
Space and occupancy	13,110	33,539	10,509	12,900	97,903	167,961	10,512	24,200	202,673
Office supplies and expenses	2,156	5,052	3,195	1,977	18,038	30,418	4,816	3,801	39,035
Postage	558	1,483	594	564	4,827	8,026	370	1,088	9,484
Equipment rental and maintenance	1,392	3,574	1,084	1,374	10,161	17,585	1,101	2,534	21,220
Communications	2,016	5,211	1,628	1,966	14,869	25,690	1,608	3,701	30,999
Library	2,789	7,284	2,313	2,508	15,684	30,578	4,146	4,146	34,724
Training and meetings	482	8,922	880	2,013	8,271	20,568	133	2,789	23,490
Insurance	1,193	3,065	959	1,179	8,470	14,866	1,130	5,783	21,779
Dues and fees	1,019	2,734	799	1,133	6,485	12,170	326	1,650	14,146
Litigation expenses	4,483	2,879	1,236	6,001	3,221	17,820			17,820
Temporaries/contract services	5,782	15,575	4,521	4,889	75,238	106,005	16,044	15,681	137,730
Sub-Grants	6,261	9,922	5,000	14,700	17,139	46,761	804	933	46,761
Travel		6,229	2,651	5,010	16,624	36,775	35,297	1,737	38,512
Distributions to campaign partners	772	1,899	628	689	6,000	9,988	9,936	1,309	35,297
Other expenses					17,026	17,026	3,994	3,994	21,233
Depreciation									21,020
Total Functional Expenses	\$ 221,781	\$ 647,564	\$ 209,385	\$ 220,299	\$ 1,353,544	\$ 2,652,573	\$ 201,819	\$ 632,814	\$ 3,285,387

NEW HAMPSHIRE LEGAL ASSISTANCE, INC.
Combining Statement of Financial Position
December 31, 2016

ASSETS	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
CURRENT ASSETS:				
Cash and equivalents	\$ 1,311,690	\$ 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 Financial Position
December 31, 2015

	<u>New Hampshire Legal Assistance</u>	<u>Campaign for Legal Services</u>	<u>Eliminations</u>	<u>Total</u>
ASSETS				
CURRENT ASSETS:				
Cash and equivalents	\$ 1,377,738	\$ 102,626		\$ 1,480,364
Cash, restricted	109,206			109,206
Investments	2,290			2,290
Grants and contracts receivable	1,568,996			1,568,996
Contributions receivable	85,584	14,737	\$ (85,584)	14,737
Prepaid expenses	34,364			34,364
Security deposits	<u>13,850</u>			<u>13,850</u>
TOTAL CURRENT ASSETS	<u>3,192,028</u>	<u>117,363</u>	<u>(85,584)</u>	<u>3,223,807</u>
NONCURRENT ASSETS:				
Contributions receivable		10,000		10,000
Land, building and equipment (net)	<u>234,567</u>			<u>234,567</u>
TOTAL NONCURRENT ASSETS	<u>234,567</u>	<u>10,000</u>	<u>-</u>	<u>244,567</u>
TOTAL ASSETS	<u>\$ 3,426,595</u>	<u>\$ 127,363</u>	<u>\$ (85,584)</u>	<u>\$ 3,468,374</u>
LIABILITIES & NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	\$ 12,907	\$ 113,586	\$ (85,584)	\$ 40,909
Accrued expenses	127,027			127,027
Deposits held for others	109,206			109,206
Current portion of note payable	<u>11,000</u>			<u>11,000</u>
TOTAL CURRENT LIABILITIES	<u>260,140</u>	<u>113,586</u>	<u>(85,584)</u>	<u>288,142</u>
NONCURRENT LIABILITIES:				
Note payable, less current portion	<u>42,000</u>			<u>42,000</u>
TOTAL NONCURRENT LIABILITIES	<u>42,000</u>	<u>-</u>	<u>-</u>	<u>42,000</u>
TOTAL LIABILITIES	<u>302,140</u>	<u>113,586</u>	<u>(85,584)</u>	<u>330,142</u>
NET ASSETS:				
Unrestricted	1,020,960			1,020,960
Temporarily restricted	<u>2,103,495</u>	<u>13,777</u>		<u>2,117,272</u>
TOTAL NET ASSETS	<u>3,124,455</u>	<u>13,777</u>	<u>-</u>	<u>3,138,232</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,426,595</u>	<u>\$ 127,363</u>	<u>\$ (85,584)</u>	<u>\$ 3,468,374</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	1,492,339	13,777		1,506,116
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	1,646,241			1,646,241
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	601,905			601,905
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	(1,492,339)	(13,777)		(1,506,116)
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	<u>2,552,624</u>	<u>860</u>	<u>-</u>	<u>2,553,484</u>
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, INC.
Combining Statement of Activities
For the Year Ended December 31, 2015

	<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	\$ 284,669			\$ 284,669
Government grants and contracts	837,223			837,223
United Ways	112,277			112,277
Contributions - Foundations and Other	234,573			234,573
Contributions - Campaign for Legal Services	65,552	\$ 229,423	\$ (65,552)	229,423
Case revenue	142,552			142,552
Investment income	2,449	10		2,459
Net assets released from restrictions	1,488,576	6,221		1,494,797
TOTAL UNRESTRICTED SUPPORT AND REVENUE	<u>3,167,871</u>	<u>235,654</u>	<u>(65,552)</u>	<u>3,337,973</u>
EXPENSES:				
Program services:				
Domestic violence project	221,781			221,781
Housing justice project	647,564			647,564
Senior law project	209,385			209,385
Youth law project	220,299			220,299
Other civil legal services	1,353,544			1,353,544
Total program services	<u>2,652,573</u>	<u>-</u>	<u>-</u>	<u>2,652,573</u>
Supporting services:				
Fund raising	31,717	235,654	(65,552)	201,819
Management and general	430,995			430,995
Total supporting services	<u>462,712</u>	<u>235,654</u>	<u>(65,552)</u>	<u>632,814</u>
TOTAL EXPENSES	<u>3,115,285</u>	<u>235,654</u>	<u>(65,552)</u>	<u>3,285,387</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>52,586</u>	<u>-</u>	<u>-</u>	<u>52,586</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS				
New Hampshire Bar Foundation - IOLTA	203,331			203,331
Government grants and contracts	1,043,260			1,043,260
United Ways	31,166			31,166
Contributions - Foundations and Other	127,200			127,200
Temporarily restricted net assets released from restrictions	(1,488,576)	(6,221)		(1,494,797)
DECREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>(83,619)</u>	<u>(6,221)</u>	<u>-</u>	<u>(89,840)</u>
CHANGE IN NET ASSETS	<u>(31,033)</u>	<u>(6,221)</u>	<u>-</u>	<u>(37,254)</u>
NET ASSETS - January 1	<u>3,155,488</u>	<u>19,998</u>	<u>-</u>	<u>3,175,486</u>
NET ASSETS - December 31	<u>\$ 3,124,455</u>	<u>\$ 13,777</u>	<u>\$ -</u>	<u>\$ 3,138,232</u>

NEW HAMPSHIRE LEGAL ASSISTANCE Board of Directors 2017 (revised 5-12-2017)

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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 *{demonstrated dedication to the development and delivery of legal services to the poor}* 1994

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



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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 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	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

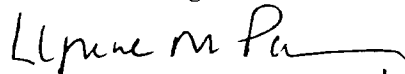
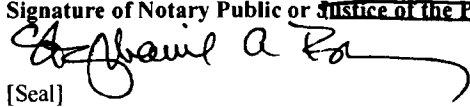
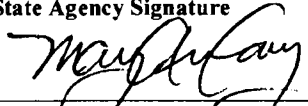
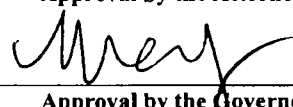
Subject: State Grant-In-Aid Funds Program

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 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>Merrimack</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] 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 Counselor	
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.

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) **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

LMP
Date 7/2/15



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.

LMP

7/2/15



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 Contractor's 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 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 \$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

Date

7/2/15

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:

7/2/15
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

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.

Contractor Name:

7/2/15
Date

Lynne M. Parker
Name: Lynne M. Parker
Title: Executive Director

Contractor Initials LMP
Date 7/2/15



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.

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. Parker
Name: Lynne M. Parker
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: _____



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

Maury Ryan
Name: Maury Ryan
Title: Director

Southern New Hampshire Services, Inc.

May 9-2017
Date

Donnalee Lozeau
Name: Donnalee 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

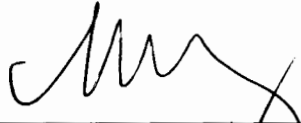


**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

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. Yeager
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

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

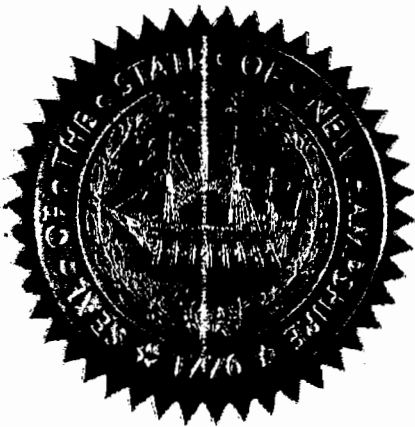
7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

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.

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

Business Information

Business Details

Business Name:	SOUTHERN NEW HAMPSHIRE SERVICES INC.	Business ID:	65506
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	05/28/1965	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	05/28/1965		
Principal Office Address:	40 Pine St, Manchester, NH, 03103, USA	Mailing Address:	P O Box 5040, Manchester, 03103, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Other Services (except Public Administration)	Civic and Social Organizations
2	NOT REQUIRED	

Page 1 of 1, records 1 to 2 of 2

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 : April 11, 2017
(Date)

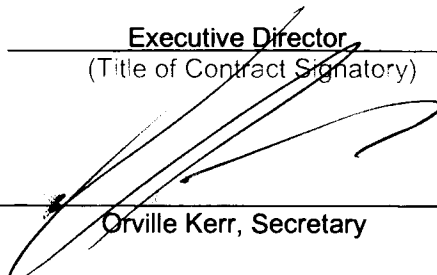
RESOLVED: That the Executive Director
(Title of Contract Signatory)

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 9th day of May, 2017.
(Date Contract Signed)

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

of the Agency.



Orville Kerr, Secretary

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 9th day of May, 2017.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/2/2017

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 CGI Insurance 171 Londonderry Turnpike Hooksett NH 03106 INSURED Southern New Hampshire Services Inc PO Box 5040 Manchester NH 03108	CONTACT NAME: Teri Davis PHONE (A/C No, Ext): (603)232-9306 FAX (A/C No): (603)622-4618 E-MAIL ADDRESS: tdavis@cgibusinessinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Cincinatti Insurance Company INSURER B: Great Falls Insurance Company INSURER C: C INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER: 16-17 Master** **REVISION NUMBER:**

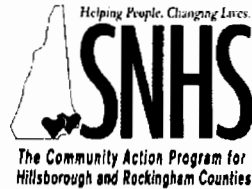
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits <input checked="" type="checkbox"/> Professional Liability GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ETD417257	12/31/2016	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EBA0417260	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorist (CSL) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ETD417257	12/31/2016	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A			3A State: NH & ME WCD0937550016	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime			BCN-0079876	12/02/2016	12/02/2017	Aggregate 1,000,000

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

CERTIFICATE HOLDER NH DHHS 129 Pleasant 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 Laura Perrin/TERI
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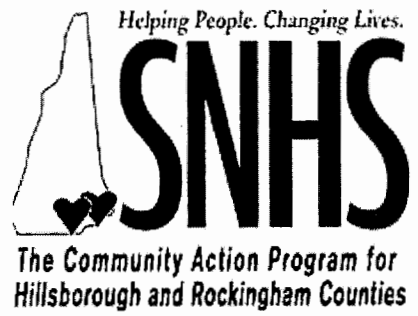
SOUTHERN NEW HAMPSHIRE SERVICES
The Community Action Partnership for Hillsborough and Rockingham Counties
Helping People. Changing Lives.

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, 2016

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2016

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OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.
Mark R. Carrier, C.P.A.
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, 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, 2016, and the related combined statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the combined financial statements, and have issued our report thereon dated April 28, 2017.

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 its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

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

Ouellette & Associates, P.A.
Certified Public Accountants

April 28, 2017
Lewiston, Maine

OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

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C. Joseph Wolverton, 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, 2016. 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 the requirements of laws, regulations, contracts, and grants applicable to each of its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Southern New Hampshire Services, Inc. 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.

1111 Lisbon Street • Lewiston, Maine 04240 • Telephone: (207) 786-0328 • FAX: (207) 783-9377 • www.oacpas.net

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, 2016.

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, 2016, and have issued our report thereon dated April 28, 2017, 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 financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the combined financial statements as a whole.

Ouellette & Associates, P.A.
Certified Public Accountants

April 28, 2017
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2016

<u>Federal Grantor Pass-Through Grantor Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Identifying Number</u>	<u>Federal Expenditures</u>
<u>U.S. Department of Agriculture:</u>			
<i>Direct Program</i>			
Beginning Farmer and Rancher Development Program	10.311	2012-49400-19601	\$ 6,269
<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	14144NH703W1003	1,326,092
Commodity Supplemental Food Program	10.565	14144NH703W1003	148,430
<i>Pass-Through State of New Hampshire Department of Education</i>			
Child and Adult Care Food Program	10.558		986,109
Summer Food Service Program for Children	10.559		<u>73,804</u>
Total U.S. Department of Agriculture			<u>\$ 2,540,704</u>
<u>U.S. Department of Housing and Urban Development:</u>			
<i>Direct Program</i>			
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249		\$ 316,202
<i>Pass-Through State of New Hampshire Department of Health and Human Services</i>			
Emergency Solutions Grant Program	14.231	2017-BHHS-RFA-01	75,256
<i>Pass-Through Belknap Merrimack Community Action Program</i>			
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900		14,500
<i>Pass-Through the City of Nashua, NH</i>			
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900	NHLB0574-14	<u>37,596</u>
Total U.S. Department of Housing and Urban Development			<u>\$ 443,554</u>
Subtotal			<u>\$ 2,984,258</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2016

Federal Grantor Pass-Through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Federal Expenditures
Amount Forward			<u>\$ 2,984,258</u>
<u>U.S. Department of Labor:</u>			
<i>Pass-Through State of New Hampshire Department of Resources and Economic Development</i>			
<u>WIA Cluster</u>			
WIA/WIOA Adult Program	17.258	0510-53360000-102-500731	\$ 1,025,370
WIA/WIOA – Dislocated Worker Formula Grants	17.278	0510-53360000-102-500731	<u>1,156,894</u>
Total WIA Cluster			<u>2,182,264</u>
WIA – National Emergency Grants	17.277	0510-53360000-102-500731	<u>1,836,061</u>
Total U.S. Department of Labor			<u>\$ 4,018,325</u>
<u>U.S. Department of Energy:</u>			
<i>Pass-Through State of New Hampshire Governor’s Office of Planning</i>			
Weatherization Assistance for Low-Income Persons	81.042	EE0006169	<u>\$ 450,204</u>
Total U.S. Department of Energy			<u>\$ 450,204</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 67011-ABE	\$ 49,066
			<u>165,300</u>
Total U.S. Department of Education			<u>\$ 214,366</u>
<u>U.S. Department of Homeland Security:</u>			
<i>Pass-Through Regional United Way Agency</i>			
Emergency Food and Shelter National Board Program	97.024		<u>\$ 22,873</u>
Total U.S. Department of Homeland Security			<u>\$ 22,873</u>
Subtotal			<u>\$ 7,690,026</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2016

<u>Federal Grantor Pass-Through Grantor Program or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Identifying Number</u>	<u>Federal Expenditures</u>
Amount Forward			<u>\$ 7,690,026</u>
<u>U.S. Department of Health and Human Services:</u>			
<i>Direct Program</i>			
Head Start	93.600	01CH2057/01	\$ 6,116,070
<i>Pass-Through State of New Hampshire Office of Energy and Planning</i>			
Low-Income Home Energy Assistance	93.568	G-14B1NHLIEA	8,382,131
Special Programs for the Aging Title III Part B Grants for Supportive Services and Senior Centers	93.044	15AANHT3SS	14,514
<i>Pass-Through State of New Hampshire Department Of Health and Human Services</i>			
Temporary Assistance for Needy Families	93.558	05-95-45-450010-61270000	2,887,378
Community Services Block Grant	93.569	05-95-45-450010-7148	1,647,086
Community Services Block Grant – Discretionary Awards	93.570		96,109
<u>CCDF Cluster</u>			
Child Care and Development Block Grant	93.575	05-95-42-421110-2978000	872,398
Child Care Mandatory and Matching Funds of The Child Care and Development Fund	93.596		<u>866,830</u>
Total CCDF Cluster			1,739,228
<i>Pass-Through Manchester Community Health</i>			
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243		<u>53,476</u>
Total U.S. Department of Health and Human Services			<u>\$20,935,992</u>
<u>Corporation for National and Community Services:</u>			
<i>Direct Program</i>			
Retired and Senior Volunteer Program	94.002	14SRANH003	<u>\$ 105,000</u>
Total Corporation for National and Community Services			<u>\$ 105,000</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$28,731,018</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JULY 31, 2016

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, 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 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: SUBRECIPIENTS

Of the federal expenditures presented in the schedule of expenditures of federal awards Southern New Hampshire Services, Inc. and affiliate provided subrecipients with federal awards under the following programs:

<u>Title</u>	<u>CFDA Number</u>	<u>Subrecipient Award</u>
WIA Adult Program	17.258	\$225,805
WIA – Dislocated Worker Formula Grants	17.278	250,540
WIA – National Emergency Grants	17.277	328,278
Temporary Assistance for Needy Families	93.558	996,512

NOTE 4: HEAD START PROGRAMS CFDA #93.600

In accordance with terms of the grant award, the Organization has met its matching requirements during the year ended July 31, 2016.

NOTE 5: INDIRECT COST RATE

Southern New Hampshire Services, Inc. and affiliate has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED JULY 31, 2016

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>
WIOA National Dislocated Worker Grants/ WIOA National Emergency Grants	17.277
Weatherization Assistance for Low Income Persons	81.042
Community Services Block Grant	93.569
Head Start	93.600

Dollar threshold used to distinguish between
 Type A and Type B programs: \$861,931

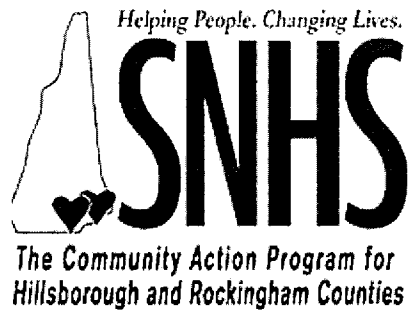
Auditee qualified as low-risk auditee? _____ Yes _____ No

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, 2016 AND 2015

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

FINANCIAL STATEMENTS

JULY 31, 2016 AND 2015

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OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

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

Independent Auditor's Report

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

Report on the Financial Statements

We have audited the accompanying combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliate, which comprise the combined statements of financial position as of July 31, 2016 and 2015, 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, 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.

Change in the Reporting Entity

As discussed in Note 1 to the financial statements, the 2015 combined financial statements included certain low-income housing corporations as part of the overall reporting entity that were not included in the 2016 combined financial statements. The 2015 combined financial statements have been retrospectively adjusted to reflect the new reporting entity. Our opinion is not modified with respect to that matter.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The combining schedule of financial position and the combining schedule of activities are presented for purposes of additional analysis and are not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the combined financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated April 28, 2017 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

April 28, 2017
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF FINANCIAL POSITION

JULY 31, 2016 AND 2015

<i>ASSETS</i>		
	<u>2016</u>	<u>2015</u>
CURRENT ASSETS		
Cash	\$ 5,837,963	\$ 5,833,648
Investments	6,352,626	6,243,028
Contracts receivable	3,415,218	3,128,742
Accounts receivable	636,656	992,282
Prepaid expenses	108,101	49,985
Under applied overhead	67,158	289,945
Total current assets	<u>16,417,722</u>	<u>16,537,630</u>
FIXED ASSETS		
Land	2,318,782	1,962,462
Buildings and improvements	10,426,659	7,069,925
Vehicles and equipment	1,275,367	1,237,735
Total fixed assets	<u>14,020,808</u>	10,270,122
Less - accumulated depreciation	4,516,633	4,177,685
Net fixed assets	<u>9,504,175</u>	<u>6,092,437</u>
OTHER ASSETS		
Restricted cash	409,331	256,772
Miscellaneous other assets	-	137,555
Total other assets	<u>409,331</u>	<u>394,327</u>
TOTAL ASSETS	<u>\$ 26,331,228</u>	<u>\$ 23,024,394</u>
<i>LIABILITIES AND NET ASSETS</i>		
CURRENT LIABILITIES		
Current portion of long-term debt	\$ 119,080	\$ 262,975
Accounts payable	544,344	421,758
Accrued payroll and payroll taxes	974,989	986,701
Accrued compensated absences	498,403	647,031
Accrued other liabilities	211,737	365,742
Refundable advances	1,316,308	1,364,555
Tenant security deposits	62,654	36,238
Total current liabilities	<u>3,727,515</u>	<u>4,085,000</u>
LONG-TERM LIABILITIES		
Long-term debt, less current portion	<u>2,440,409</u>	1,009,034
TOTAL LIABILITIES	<u>6,167,924</u>	<u>5,094,034</u>
NET ASSETS		
Unrestricted	<u>20,163,304</u>	17,930,360
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 26,331,228</u>	<u>\$ 23,024,394</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, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
REVENUES, GAINS AND OTHER SUPPORT		
Grant and contract revenue	\$ 33,036,202	\$ 33,812,007
Program service fees	977,289	1,443,721
Local funding	337,540	421,481
Rental income	637,038	533,269
Gifts and contributions	1,084,502	251,460
Interest and dividend income	305,297	377,685
Unrealized gain (loss) on investments	(195,356)	24,840
Miscellaneous	772,852	675,384
TOTAL REVENUES, GAINS AND OTHER SUPPORT	<u>36,955,364</u>	<u>37,539,847</u>
EXPENSES		
Program services:		
Child development	7,592,134	7,063,817
Community services	1,584,465	1,373,843
Economic and workforce development	7,490,754	8,383,373
Energy	10,350,805	11,598,625
Hispanic-Latino community services	293,600	397,120
Housing and homeless	183,374	99,728
Nutrition and health	2,400,554	2,383,084
Special projects	1,417,406	1,210,523
Volunteer services	125,312	128,210
SNHS Management Corporation	1,360,675	1,466,123
Total program services	<u>32,799,079</u>	<u>34,104,446</u>
Support services:		
Management and general	1,923,341	1,533,038
TOTAL EXPENSES	<u>34,722,420</u>	<u>35,637,484</u>
CHANGE IN NET ASSETS	2,232,944	1,902,363
NET ASSETS - BEGINNING OF YEAR	<u>17,930,360</u>	<u>16,027,997</u>
NET ASSETS - END OF YEAR	<u>\$ 20,163,304</u>	<u>\$ 17,930,360</u>

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

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services	Housing and Homeless	Nutrition and Health
EXPENSES							
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	-	-	-	-	-	-
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 Management and General	Total Expenses
	Special Projects	Volunteer Services	SNHS				
			Management Corporation	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	
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 STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JULY 31, 2015

	Program Services						Nutrition and Health
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services	Housing and Homeless	
EXPENSES							
Payroll	\$ 4,114,951	\$ 831,743	\$ 2,676,553	\$ 1,510,817	\$ 200,592	\$ 35,045	\$ 945,003
Payroll taxes	423,789	77,346	252,389	153,979	22,142	3,376	95,304
Fringe benefits	912,527	106,910	383,800	268,150	4,656	6,559	173,664
Workers comp. insurance	28,975	5,262	6,102	7,038	656	144	12,033
Retirement benefits	235,776	70,736	131,675	98,247	4,987	2,958	59,905
Consultant and contractual	24,102	28,100	2,111,471	848,165	108,854	93	21,970
Travel and transportation	84,766	24,670	83,512	38,312	1,061	1,228	50,151
Conferences and meetings	1,231	14,939	5,587	5,669	-	50	3,915
Occupancy	535,971	71,166	768,498	122,858	16,561	-	102,295
Advertising	1,809	-	7,120	682	25	-	620
Supplies	271,528	31,737	44,421	68,882	4,155	-	75,149
Equip. rentals and maintenance	29,215	298	28,945	18,352	560	-	13,873
Insurance	15,462	31,626	5,419	9,476	-	-	6,468
Telephone	68,933	22,159	52,504	35,216	1,702	-	48,059
Postage	4,618	1,234	1,834	35,078	214	348	3,783
Printing and publications	6,465	635	-	-	855	-	153
Subscriptions	38	1,837	127	58	-	-	-
Program support	-	29,051	1,123	-	5,820	-	-
Interest	13,734	-	-	-	-	-	-
Depreciation	38,195	2,708	6,533	12,740	5,621	-	2,146
Assistance to clients	12,751	466	1,768,434	8,349,886	3,494	49,920	467,042
Other direct expense	159,023	11,425	44,262	13,957	-	-	297,501
Miscellaneous	79,958	9,796	3,064	1,063	15,165	7	5,800
In-kind	1,759,528	-	-	-	-	-	-
Loss on disposal of assets	-	(1)	-	-	-	-	(1,750)
SUBTOTAL	\$ 8,823,345	\$ 1,373,843	\$ 8,383,373	\$ 11,598,625	\$ 397,120	\$ 99,728	\$ 2,383,084
Over applied indirect costs							
Eliminations	(1,759,528)	-	-	-	-	-	-
TOTAL EXPENSES	\$ 7,063,817	\$ 1,373,843	\$ 8,383,373	\$ 11,598,625	\$ 397,120	\$ 99,728	\$ 2,383,084

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, 2015

	Program Services				Total Program Services	Support Services		Total Expenses
	Special Projects	Volunteer Services	SNHS			Management and General		
			Management Corporation					
EXPENSES								
Payroll	\$ 66,991	\$ 89,887	\$ 354,656	\$ 10,826,238	\$ 1,231,767	\$ 12,058,005		
Payroll taxes	6,864	8,600	28,941	1,072,730	102,617	1,175,347		
Fringe benefits	8,245	14,316	45,902	1,924,729	128,605	2,053,334		
Workers comp. insurance	938	189	3,330	64,667	6,331	70,998		
Retirement benefits	3,366	3,739	22,384	633,773	113,420	747,193		
Consultant and contractual	1,018,086	245	40,364	4,201,450	79,320	4,280,770		
Travel and transportation	3,046	1,529	90,517	378,792	16,409	395,201		
Conferences and meetings	5,207	635	30,907	68,140	2,579	70,719		
Occupancy	12,267	-	203,384	1,833,000	42,180	1,875,180		
Advertising	-	-	-	10,256	525	10,781		
Supplies	697	2,355	5,610	504,534	44,850	549,384		
Equip. rentals and maintenance	118	116	13,403	104,880	5,078	109,958		
Insurance	-	1,053	25,399	94,903	11,006	105,909		
Telephone	2,218	2,406	8,140	241,337	19,597	260,934		
Postage	33	439	1,101	48,682	19,465	68,147		
Printing and publications	-	-	463	8,571	-	8,571		
Subscriptions	-	-	-	2,060	-	2,060		
Program support	18,278	-	228,801	283,073	-	283,073		
Interest	-	-	37,224	50,958	-	50,958		
Depreciation	-	-	261,503	329,446	536	329,982		
Assistance to clients	53,374	-	44,132	10,749,499	-	10,749,499		
Other direct expense	10,011	714	361	537,254	299	537,553		
Miscellaneous	784	1,987	13,662	131,286	1,501	132,787		
In-kind	-	-	-	1,759,528	-	1,759,528		
Loss on disposal of assets	-	-	(1,599)	(3,350)	-	(3,350)		
SUBTOTAL	\$ 1,210,523	\$ 128,210	\$ 1,458,585	\$ 35,856,436	\$ 1,826,085	\$ 37,682,521		
Over applied indirect costs	-	-	7,538	7,538	(293,047)	(285,509)		
Eliminations	-	-	-	(1,759,528)	-	(1,759,528)		
TOTAL EXPENSES	\$ 1,210,523	\$ 128,210	\$ 1,466,123	\$ 34,104,446	\$ 1,533,038	\$ 35,637,484		

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, 2016 AND 2015

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 2,232,944	\$ 1,902,363
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	338,948	329,982
Gain on disposal of assets	-	(3,350)
Donation of low-income housing projects	(833,080)	-
Unrealized (gain) loss on investments	195,356	(24,840)
(Increase) decrease operating assets:		
Contracts receivable (net)	(286,476)	972,251
Accounts receivable (net)	355,656	(100,870)
Prepaid expenses	(50,334)	473
Under applied overhead	222,787	(110,574)
Increase (decrease) in operating liabilities:		
Accounts payable	101,906	24,213
Accrued payroll and payroll taxes	(11,712)	80,194
Accrued comp. absences	(148,628)	24,907
Accrued other liabilities	(161,252)	(490,544)
Refundable advances	(48,247)	(639,481)
Tenant security deposits	(2,396)	9,444
Total adjustments	(327,472)	71,805
NET CASH FLOWS FROM OPERATING ACTIVITIES	<u>1,905,472</u>	<u>1,974,168</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(1,795,586)	(1,240,206)
Proceeds from sale of fixed assets	-	63,882
Purchase of investments	(304,954)	(377,357)
Deposit to restricted cash accounts	(152,559)	(23,065)
Cash received on acquisition of housing projects	452,033	-
NET CASH FLOWS FROM INVESTING ACTIVITIES	<u>(1,801,066)</u>	<u>(1,576,746)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on long-term debt	(100,091)	(98,058)
CHANGE IN CASH AND CASH EQUIVALENTS	4,315	299,364
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>5,833,648</u>	<u>5,534,284</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 5,837,963</u>	<u>\$ 5,833,648</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, 2016 AND 2015

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

	<i>2016</i>	<i>2015</i>
Cash paid during the year for interest	\$ 47,434	\$ 50,958
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, 2016 AND 2015

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, 2016 and 2015.

Combined Financial Statements – Change in Reporting Entity

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. The previously issued 2015 combined financial statements included certain low-income housing corporations. Management has elected not to combine these entities in the 2016 combined financial statements and retrospectively adjusted the 2015 combined financial statements to reflect the new reporting entity for comparative purposes. The adjustment increased the 2015 change in net assets by \$1,330,881.

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, 2016 AND 2015

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, 2016 and 2015.

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 90% of total revenue in the fiscal years ended July 31, 2016 and 2015, respectively.

Contributions and In-Kind Donations

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires, (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the combined statements of activities as net assets released from restrictions. In-kind revenues and expenses represent fair market value of volunteer services and non-paid goods which were donated to the Organization during the current fiscal year. All in-kind revenues in the fiscal year 2016 and 2015 were generated through the Head Start and Economic Workforce Development programs.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the combined statements of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying combined statements of activities.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2016 AND 2015

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, 2016 and 2015 was \$338,948 and \$329,982, 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 April 28, 2017, 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 2015 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, 2016 AND 2015

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 plan 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, 2016 and 2015.

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, 2016 and 2015:

	<u>2016</u>			
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$6,352,626</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$6,352,626</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS

(Continued)

JULY 31, 2016 AND 2015

NOTE 3: FAIR VALUE MEASUREMENTS (Continued)

	<u>2015</u>			
	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>	<u>Total</u>
Mutual Funds	<u>\$6,243,028</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$6,243,028</u>

NOTE 4: INVESTMENTS

The following is a summary of investments as of July 31:

	<u>2016</u>			<u>2015</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>\$5,007,298</u>	<u>\$6,352,626</u>	<u>\$1,345,328</u>	<u>\$4,702,343</u>	<u>\$6,243,028</u>	<u>\$1,540,685</u>

The activities of the Organization's investment account are summarized as follows:

	<u>2016</u>	<u>2015</u>
Fair Value – Beginning of Year	<u>\$6,243,028</u>	\$5,840,831
Dividends and Capital Gains	<u>304,954</u>	377,357
Unrealized Gains (Losses)	<u>(195,356)</u>	24,840
Fair Value – End of Year	<u>\$6,352,626</u>	<u>\$6,243,028</u>

NOTE 5: LONG-TERM DEBT

The following is a summary of long-term debt as of July 31:

	<u>2016</u>	<u>2015</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>304,669</u>	<u>326,669</u>
<u>Subtotal</u>	<u>\$ 315,944</u>	<u>\$ 337,944</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2016 AND 2015

NOTE 5: LONG-TERM DEBT (Continued)

	<u>2016</u>	<u>2015</u>
<u>Subtotal Carried Forward</u>	\$ 315,944	\$ 337,944
<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%.	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	-
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	-
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	-
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%.	74,954	102,947
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 3.246%.	151,556	182,912
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>459,464</u>	<u>478,206</u>
	\$ 2,559,489	\$ 1,272,009
Less: Current Portion	<u>119,080</u>	<u>262,975</u>
Long-term debt, net of current portion	\$ <u>2,440,409</u>	\$ <u>1,009,034</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO COMBINED FINANCIAL STATEMENTS
(Continued)

JULY 31, 2016 AND 2015

NOTE 5: LONG-TERM DEBT (Continued)

Principal maturities of long-term debt are as follows:

	2017	\$ 119,080
	2018	110,245
	2019	97,103
	2020	82,883
	2021	273,862
	Thereafter	<u>1,876,316</u>
	Total	<u>\$ 2,559,489</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, 2016 and 2015 equaled \$741,027 and \$789,051, respectively. The leases expire at various times through January 2018. 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, 2016:

	2017	\$ 445,890
	2018	<u>43,552</u>
	Total	<u>\$ 489,442</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, 2016 and 2015 was \$756,990 and \$747,193, 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, 2016 AND 2015

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 principle is forgivable at a rate of 5% each year the Project maintains the required minimum of 55 low to moderate income household units.

The Cotton Mill Square Project was awarded the certificate of occupancy on August 22, 2014 and remains in full compliance with the required regulations as of July 31, 2016 and 2015. SNHS Management Corporation feels that it is extremely unlikely that the Project will fall into noncompliance in future periods. Therefore, SNHS Management Corporation has not recorded any contingent receivable or liability related to this transaction. The current unforgiven principle amount at July 31, 2016 and 2015 is \$720,000 and \$760,000, 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, 2016 AND 2015

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 principle or interest payments and is forgivable at a rate of 5% each year of the benefit period until it is completely forgiven in year 2019. The value of this lien at July 31, 2016 and 2015 is \$120,884 and \$151,105, 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: AQUISITIONS 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</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>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINING SCHEDULE OF FINANCIAL POSITION
 JULY 31, 2016

Schedule A

	SNHS Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
ASSETS					
CURRENT ASSETS					
Cash	\$ 72,641	\$ 5,765,322	\$ 5,837,963	\$ -	\$ 5,837,963
Investments	-	6,352,626	6,352,626	-	6,352,626
Contracts receivable	3,126,168	289,050	3,415,218	-	3,415,218
Accounts receivable	-	636,656	636,656	-	636,656
Prepaid expenses	35,397	72,704	108,101	-	108,101
Under applied overhead	67,158	-	67,158	-	67,158
Due from other corporations	2,200,994	(1,436,059)	764,935	(764,935)	-
Total current assets	<u>5,502,358</u>	<u>11,680,299</u>	<u>17,182,657</u>	<u>(764,935)</u>	<u>16,417,722</u>
FIXED ASSETS					
Land	219,849	2,098,933	2,318,782	-	2,318,782
Buildings and improvements	1,570,775	8,855,884	10,426,659	-	10,426,659
Vehicles and equipment	870,445	404,922	1,275,367	-	1,275,367
Total fixed assets	<u>2,661,069</u>	<u>11,359,739</u>	<u>14,020,808</u>	<u>-</u>	<u>14,020,808</u>
Less - accumulated depreciation	1,391,175	3,125,458	4,516,633	-	4,516,633
Net fixed assets	<u>1,269,894</u>	<u>8,234,281</u>	<u>9,504,175</u>	<u>-</u>	<u>9,504,175</u>
OTHER ASSETS					
Restricted cash	22,433	386,898	409,331	-	409,331
Total other assets	<u>22,433</u>	<u>386,898</u>	<u>409,331</u>	<u>-</u>	<u>409,331</u>
TOTAL ASSETS	<u>\$ 6,794,685</u>	<u>\$ 20,301,478</u>	<u>\$ 27,096,163</u>	<u>\$ (764,935)</u>	<u>\$ 26,331,228</u>
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Current portion of long-term debt	\$ 33,275	\$ 85,805	\$ 119,080	\$ -	\$ 119,080
Accounts payable	451,787	92,557	544,344	-	544,344
Accrued payroll and payroll taxes	477,322	497,667	974,989	-	974,989
Accrued compensated absences	-	498,403	498,403	-	498,403
Accrued other liabilities	203,158	8,579	211,737	-	211,737
Refundable advances	1,310,895	5,413	1,316,308	-	1,316,308
Tenant security deposits	22,083	40,571	62,654	-	62,654
Due to other corporations	629,298	135,637	764,935	(764,935)	-
Total current liabilities	<u>3,127,818</u>	<u>1,364,632</u>	<u>4,492,450</u>	<u>(764,935)</u>	<u>3,727,515</u>
LONG-TERM LIABILITIES					
Long-term debt, less current portion	282,669	2,157,740	2,440,409	-	2,440,409
Total long-term liabilities	<u>282,669</u>	<u>2,157,740</u>	<u>2,440,409</u>	<u>-</u>	<u>2,440,409</u>
TOTAL LIABILITIES	<u>3,410,487</u>	<u>3,522,372</u>	<u>6,932,859</u>	<u>(764,935)</u>	<u>6,167,924</u>
NET ASSETS					
Unrestricted	3,384,198	16,779,106	20,163,304	-	20,163,304
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 6,794,685</u>	<u>\$ 20,301,478</u>	<u>\$ 27,096,163</u>	<u>\$ (764,935)</u>	<u>\$ 26,331,228</u>

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
 COMBINING SCHEDULE OF ACTIVITIES
 FOR THE YEAR ENDED JULY 31, 2016

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant/contract revenue	\$ 33,036,202	\$ -	\$ 33,036,202	\$ -	\$ 33,036,202
Program service fees	84,333	892,956	977,289	-	977,289
Local funding	37,596	299,944	337,540	-	337,540
Rental income	-	637,038	637,038	-	637,038
Gifts and contributions	242,554	841,948	1,084,502	-	1,084,502
Interest Income	136	305,161	305,297	-	305,297
Unrealized loss on investments	-	(195,356)	(195,356)	-	(195,356)
In-kind	2,173,671	-	2,173,671	(2,173,671)	-
Miscellaneous	390,426	382,426	772,852	-	772,852
TOTAL REVENUES, GAINS AND OTHER SUPPORT	35,964,918	3,164,117	39,129,035	(2,173,671)	36,955,364
EXPENSES					
Program services:					
Child Development	9,765,805	-	9,765,805	(2,173,671)	7,592,134
Community Services	1,584,465	-	1,584,465	-	1,584,465
Economic and Workforce Dev.	7,490,754	-	7,490,754	-	7,490,754
Energy	10,350,805	-	10,350,805	-	10,350,805
Hispanic-Latino Com. Services	293,600	-	293,600	-	293,600
Housing and Homeless	183,374	-	183,374	-	183,374
Nutrition and Health	2,400,554	-	2,400,554	-	2,400,554
Special Projects	1,417,406	-	1,417,406	-	1,417,406
Volunteer Services	125,312	-	125,312	-	125,312
SNHS Management Corporation	-	1,360,675	1,360,675	-	1,360,675
Total program services	33,612,075	1,360,675	34,972,750	(2,173,671)	32,799,079
Support services:					
Management and general	1,923,341	-	1,923,341	-	1,923,341
TOTAL EXPENSES	35,535,416	1,360,675	36,896,091	(2,173,671)	34,722,420
CHANGE IN NET ASSETS	429,502	1,803,442	2,232,944	-	2,232,944
NET ASSETS - BEGINNING OF YEAR	2,954,696	14,975,664	17,930,360	-	17,930,360
NET ASSETS - END OF YEAR	\$ 3,384,198	\$ 16,779,106	\$ 20,163,304	\$ -	\$ 20,163,304

OUELLETTE & ASSOCIATES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Keith H. Allen, C.P.A., M.S.T.
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, C.P.A.

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

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

We have compiled the accompanying schedules of revenues and expenses – by contract of Southern New Hampshire Services, Inc. as of July 31, 2016. We have not audited or reviewed the accompanying schedules of revenues and expenses – by contract and, accordingly, do not express an opinion or provide any assurance about whether the schedules of revenues and expenses – by contract are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the schedules of revenues and expenses – by contract in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the schedules of revenues and expenses – by contract.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of schedules of revenues and expenses – by contract without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the schedules of revenues and expenses – by contract.

Ouellette & Associates, P.A.
Certified Public Accountants

April 28, 2017
Lewiston, Maine

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2016

State of NH Governor's Office of Energy & Community Services
 Headstart Program
 For the Period
 August 1, 2015 to July 31, 2016
 Fund # 305

REVENUES

Program funding	\$ 4,373,965
In-kind	1,734,143
Allocated corporate unrestricted revenue	2,819
Total revenue	<u>6,110,927</u>

EXPENSES

Payroll	2,312,267
Payroll taxes	244,345
Fringe benefits	623,506
Workers comp. insurance	51,209
Retirement benefits	133,117
Consultant and contractual	25,867
Travel and transportation	46,573
Conference and meetings	1,800
Occupancy	252,311
Advertising	955
Supplies	135,436
Equip. rentals and maintenance	14,886
Insurance	10,098
Telephone	36,245
Postage	1,543
Printing and publications	3,606
Depreciation	7,544
Assistance to clients	11,400
Other direct expense	54,558
Miscellaneous	9,069
In-kind	1,734,143
Administrative costs	400,449
Total expenses	<u>6,110,927</u>

Excess of expenses over revenue	<u>\$ -</u>
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See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2016

State of NH Governor's Office of Energy & Community Services

LIHEAP Program

For the Period

October 1, 2015 to July 31, 2016

Fund # 630-16

REVENUES

Program funding	\$ 7,557,216
Other revenue	41
Allocated corporate unrestricted revenue	5,124
Total revenue	<u>7,562,381</u>

EXPENSES

Payroll	394,111
Payroll taxes	43,035
Fringe benefits	91,033
Workers comp. insurance	1,260
Retirement benefits	22,258
Consultant and contractual	20,346
Travel and transportation	5,567
Conference and meetings	80
Occupancy	42,187
Advertising	75
Supplies	20,581
Equip. rentals and maintenance	3,386
Insurance	670
Telephone	12,362
Postage	19,809
Subscriptions	60
Depreciation	5,115
Assistance to clients	6,811,660
Other direct expense	1,445
Miscellaneous	525
Administrative costs	66,816
Total expenses	<u>7,562,381</u>

Excess of expenses over revenue	<u>\$ -</u>
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See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2016

State of NH Governor's Office of Energy & Community Services
 LIHEAP Program
 For the Period
 August 1, 2015 to September 30, 2015
 Fund # 630-15

REVENUES

Program funding	\$ 177,596
Total revenue	<u>177,596</u>

EXPENSES

Payroll	96,462
Payroll taxes	8,696
Fringe benefits	15,001
Workers comp. insurance	325
Retirement benefits	5,478
Consultant and contractual	6,025
Travel and transportation	1,390
Occupancy	12,554
Supplies	8,506
Insurance	578
Telephone	2,402
Postage	1,812
Printing and publications	654
Assistance to clients	488
Other direct expense	1,141
Miscellaneous	362
Administrative costs	15,722
Total expenses	<u>177,596</u>

Excess of expenses over revenue	<u><u>\$ -</u></u>
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See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2016

State of NH Governor's Office of Energy & Community Services
 Early Headstart Program
 For the Period
 August 1, 2015 to July 31, 2016
 Fund # 300

REVENUES

Program funding	\$ 1,300,550
In-kind	296,655
Allocated corporate unrestricted revenue	6,532
Total revenue	<u>1,603,737</u>

EXPENSES

Payroll	676,674
Payroll taxes	67,660
Fringe benefits	143,776
Workers comp. insurance	15,047
Retirement benefits	38,664
Consultant and contractual	3,448
Travel and transportation	6,418
Occupancy	101,726
Advertising	530
Supplies	36,838
Equip. rentals and maintenance	2,410
Insurance	2,583
Telephone	21,837
Postage	69
Printing and publications	804
Interest	12,879
Depreciation	25,036
Other direct expense	29,444
Miscellaneous	3,587
In-kind	296,655
Administrative costs	117,652
Total expenses	<u>1,603,737</u>

Excess of expenses over revenue	<u><u>\$ -</u></u>
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See independent accountant's compilation report.

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY CONTRACT

FOR THE YEAR ENDED JULY 31, 2016

Electric Energy Assistance

For the Period

August 1, 2015 to July 31, 2016

Fund # 665

REVENUES

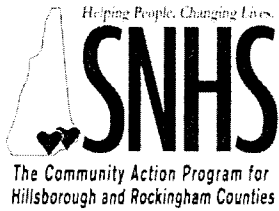
Other revenue	\$ 776,567
Allocated corporate unrestricted revenue	(1)
Total revenue	<u>776,566</u>

EXPENSES

Payroll	416,847
Payroll taxes	44,306
Fringe benefits	91,854
Workers comp. insurance	1,286
Retirement benefits	20,444
Consultant and contractual	22,667
Travel and transportation	3,525
Conference and meetings	55
Occupancy	48,943
Supplies	23,444
Equip. rentals and maintenance	3,386
Insurance	782
Telephone	14,463
Postage	12,512
Other direct expense	2,232
Miscellaneous	420
Administrative costs	69,400
Total expenses	<u>776,566</u>

Excess of expenses over revenue	<u><u>\$ -</u></u>
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See independent accountant's compilation report.



SOUTHERN NEW HAMPSHIRE SERVICES

The Community Action Program for Hillsborough and Rockingham Counties

Mailing Address: PO Box 5040, Manchester, NH 03108
40 Pine Street, Manchester, NH 03103
Telephone: (603) 668-8010 Fax: (603) 645-6734
www.SNHS.org

Executive Director
Donnalee Lozeau, CCAP

Deputy Director
Fiscal Officer
Michael O'Shea

Chief Operating Officer
Deborah Gosselin, CCAP

Administration:
40 Pine Street
PO Box 5040
Manchester, NH 03108
Tel: (603) 668-8010

**Outreach Offices in
Hillsborough County:**

Manchester (03103)
160 Silver Street
Tel: (603) 647-4470

Nashua (03060)
134 Allds Street
Tel: (603) 889-3440

Greenville (03048)
Greenville Falls
56 Main Street
Tel: (603) 878-3364

Hillsborough (03244)
63 West Main Street
Tel: (603) 464-5835

Peterborough (03458)
9 Vose Farm Road, Suite 115
Tel: (603) 924-2243

**Outreach Offices in
Rockingham County:**

Derry (03038)
9 Crystal Avenue, Suite 1
Tel: (603) 965-3029

Portsmouth (03801)
4 Cutts Street
Tel: (603) 431-2911

Raymond (03077)
55 Prescott Road
Tel: (603) 895-2303

Salem (03079)
85 Stiles Road, Suite 103
Tel: (603) 893-9172

Seabrook (03874)
146 Lafayette Road
Tel: (603) 474-3507

Board of Directors

Officers

- Richard Delay, Sr., Chairman
- Dolores Bellavance, Vice Chairman
- Orville Kerr, Secretary
- Jill Jamro, Treasurer

Directors

- James Brown
- Danielle Conroy
- Senator Lou D'Allesandro
- Carrie Marshall-Gross
- Bonnie Henault
- Wayne R. Johnson
- Dr. Kevin Moriarty
- Tom Mullins, Esquire
- Deidre O'Malley
- German Ortiz
- Shirley Pelletier

DONNALEE LOZEAU

Community/Civic Involvement- Current

- Governor's Judicial Selection Commission
- Governor's Transportation Committee
- Reaching Higher for Education NH
- NH Center for Public Policies Studies
- American Council of Young Political Leaders, Alumni Member
- Mary's House Advisory Board
- The Plus Company
- No Labels
- Fix the debt

Community/Civic Involvement- Past

- Mayor's Task Force on Youth, Co-Chair
- Big Brothers Big Sisters Board of Directors, Immediate Past President, current Big Sister
- Manchester Community Resource Center, Board of Directors
- Greater Nashua Dental Connection Board of Directors, Founding Member
- Health Care Fund Community Grant Program Advisory Council
- Nashua Youth Council Board of Directors
- Great American Downtown
- Servicelink Board of Directors
- NH Energy and Climate Collaborative
- Health Care District Council V
- Task Force for the Renewal of Judicial Conduct Procedures
- Domestic Violence Coordinating Council Nashua
- Discipline Review Committee Nashua School District
- Nashua Community College Advisory Board
- Nashua Airport Authority, Commissioner
- US Conference of Mayors
- Nashua Legislative Delegation, Chair and Vice Chair

EXPERIENCE

Southern New Hampshire Services, Inc. **Manchester, NH**
(January 2016-Present)

Executive Director/CEO

- Agency development and oversight

City of Nashua, New Hampshire **Nashua, NH**
(2008-2016) - Elected

Mayor

- Overall day to day management of city operations
- Annual budget development and oversight
- Chair of Board of Public Works
- Chair of Finance Committee

Southern New Hampshire Services, Inc. **Manchester, NH**
(1993 – 2008)

Director of Program and Community Development

- Assessed the need for services throughout Hillsborough County through community outreach
- Developed partnerships, collaborations and new initiatives with service providers and businesses
- Negotiated purchases and contracts and presented projects before local boards, commissions and departments relative to housing, support services and economic development
- Designed and implemented strategies for developing working relationships with town and city officials, local service providers and appropriate private sector officials in order to project a positive image of Southern New Hampshire Services, Inc.
- Developed 219 units of Elderly Housing
- Founded Mary's House 40 units of housing for homeless women
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services
- Secured Property and developed sites for two outreach office locations and four housing developments
- Developed the program and secured the site for our Economic Opportunity Center

City Streets Restaurant, (1986-1991) **Nashua, NH**

City Streets Diner, (2000 – 2003) **Nashua, NH**

Co-Owner/Operator

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts
- Responsible for oversight of the day to day operations and restaurant management to include hiring and firing of employees, employee performance evaluations and scheduling of staff
- Manage Accounts Payable and Accounts Receivable, purchasing, auditing, deposit, and check processing functions for the restaurant
- Responsible for compliance with local, state and federal requirements as related to; licenses, taxes, fees and staff

Past Community/Civic Involvement Continued

- American Legion Granite Girls State (student advisor)
- Nashua Senior High School Senate- Community Advisor
- East Hollis Street Master Plan-Steering Committee
- New Hampshire Criminal Justice Resource Center, Director
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member
- Reclaiming Futures, local asset building development collaborative, founding member
- Mayor's Task Force on Housing, Chair
- Greater Nashua Asset Building Coalition, Founding Member
- Greater Nashua Healthy Community Collaborative, Member
- New Futures, Adolescent Treatment Collaborative, Member
- NH Workforce Housing Council, Member
- Continuum Care for the Homeless, Member
- United Way Community Needs Assessment Committee, Member
- New Hampshire Charitable Foundation State Board, Member

ELECTED OFFICE

NH State Representative, Hillsborough County, District 30
(1984 – 2000)

Deputy Speaker of the NH House of Representatives
(1995 – 2000)

- Addressed constituent concerns
- Assisted Non-Profit organizations and local businesses with governmental concerns and steering legislation through the political process by working with members and leadership in the NH House of Representatives and the NH Senate and representatives of the Executive and Judicial branches
- Managed floor debates and supervised *House Calendar* content;
- Presided over House sessions and coordinated Committees of Conference
- House Staff and Security oversight
- Responsible for functions of the House on behalf of or in the absence of the Speaker

Committee Assignments:

- House Rules Committee, Vice Chairman
- House Legislative Administration Committee
- Joint Facilities Committee
- Chair, New member Orientation
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- Member State and Federal Relations Committee

Appointments:

- Joint Legislative Performance Audit and Oversight Committee
- Juvenile Justice Commission, Chairman
- Supreme Court Guardian Ad Litem Committee
- Superior Court Alternative Dispute Resolution Committee
- Work Force Opportunity Council
- Interbranch Criminal and Juvenile Justice Council, member
 - Chairman Subcommittee on Offenders,
 - Space and Prison Programming
 - Co-Chair Juveniles subcommittee
- National Conference of State Legislatures Law and Justice Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

EDUCATION & TRAINING

- CCAP, Certified Community Action Professional
- Rivier College, Nashua, NH- Undergraduate work in Political Science
- Restaurant Management Institute
- Mediation and Alternative Dispute Resolution Training
- Leadership Institute, Aspen
- Computer Skills, Microsoft Office Applications
- Justice of the Peace

DEBORAH A GOSSELIN

EXPERIENCE

**Southern New Hampshire Services, Inc.,
(1979 – Present)
Manchester, NH**

Chief Operating Officer (1997 – Present)

- Coordinate the operations of more than two dozen current programs and implement new programs, all providing services for economically disadvantaged population
- The diverse component programs which require an integrating factor for effective management, targeting of resources and fiscal responsibility to the agency, to each other and to the general community
- Work with developmental staff to start-up, integrate with other component program through initial orientation of new Program Directors
- Facilitate meetings
- Develop partnerships with community agencies who can lend support
- Serve as resource person for development and implementation of management skills, techniques and trainings.

Head Start/Child Development Director (1994 – 1997)

- Administered federally funded Head Start Program
- Duties included Grant writing, program planning implementation, evaluation responsible for development and coordination of the major components of the Head Start program; education, health, mental health, social services, parent involvement, nutrition, disabilities and transportation.

Family Services Director (1982 – 1994)

- Administered several federally funded energy programs
- Duties included program planning, implementation, evaluation
- Designed programs with private sector which included: Neighbor Helping Neighbor, Residential Low Income Conservation and Residential Space Heating Programs
- Developed strong relationships with community organizations and funding sources
- Served as the state chairperson of New Hampshire's Fuel Assistance Directors Association
- Acted as liaison between Community Action Agencies and the Governor's Office of Energy and Planning
- Also provided supervision and training to program coordinator, oversaw the budget, approved final selection of staff for Accompanied Transportation and Parent Aide Programs.

Field Coordinator (1980 – 1983)

- Assisted the Director of the Fuel Assistance Program
- Trained, supervised and evaluated staff
- Implemented program outreach activities
- Wrote public service announcements and press releases.

Community Liaison (1979 – 1983)

- Established social service network through Hillsborough County
- Informed the general public about agency services and program criteria
- Started Citizen's Advisory Council.

Head Start Lead Teacher/Family Coordinator (1977 – 1979)

Nashua and Manchester, NH

- Responsible for classroom management of pre-school children and daily planning geared towards individual needs
- Conducted parenting skills workshops and home visits
- Developed a Parent Advisory Council and coordinator of the Curriculum Committee.

EDUCATION & TRAINING

- Bachelor of Science, Early Childhood Education – Cum Laude
University of New Hampshire, Durham, NH
- Southern New Hampshire University Graduate School of Business
Non-Profit Management for Community Development Organizations
- Head Start Program In-Service Training
Rivier College, Nashua, NH
Perspectives of Parenting and Multi-culturism
- NH Office of Alcohol and Drug Prevention
Life Balance and Stress Solutions
National Business Women's Leadership Association
National Seminars Group, Rockhurst College
- UNH Continuing Education, Nashua, NH
Whole Language in the Early Years (K-3)
- Notre Dame College, Manchester, NH
Diagnostic and Remedial Reading
- NH Office of Alcohol and Drug Prevention
Parenting Conference

COMMUNITY INVOLVEMENT / RECOGNITIONS

- CCAP, Certified Community Action Professional
- Governor's Task Force to Study Temporary Assistance to Needy (TANF) HB1461
Served as Sub-committee – Transportation, Chairperson
- NH Works Operator Consortium Committee, Member
- New Hampshire Employment Program, Oversight Team Member
- Seniors Count Coordinating Committee, Member
- Greater Manchester Association of Social Agencies (GMASA), Executive Committee Member
- James B. Sullivan Services Leadership Award

COMMUNITY INVOLVEMENT PAST

- Seniors Count Home Maintenance Committee
- Manchester Community Resource Center, Board of Directors
- Kiwanis International

MICHAEL O'SHEA

EXPERIENCE

- 1976 - Present **Southern New Hampshire Services, Inc.**
Community Action Agency for Hillsborough County, N H
Fiscal Officer / Deputy Director
Responsible for overseeing all organization fiscal operations, including general ledgers, budget preparation, purchasing, insuring fiscal accountability, monitoring cash management systems, contracting independent annual audits, and insuring acceptable accounting standards and procedures. Responsible for maintaining fiscal and accounting practices in accordance with funding source requirements and policies of the SNHS Board of Directors.
- 1973 - 1976 **Accountant**
Assistant to comptroller in all agency accounting functions. Programs included: CETA - Department of Labor; Elderly Nutrition - State Council on Aging; Head Start - Dept. of Health, Education and Welfare; Administration, Office of Economic Opportunity; and various other Federal and State grants.

Major responsibilities included reporting to management as well as the various Government agencies on all fiscal affairs. Duties included monthly financial reports, budgets, general ledger, accounts payable, receivable, and payroll.
- 1973 - 1974 **Social Worker**
Helped with running of food co-op. Distributed surplus foods. Certified needy people for fuel loans. Placed high scholars in jobs through Rent-A-Kid.
- 1969 - 1973 **Jordan Marsh, Portland, Maine**
Shuttle driver responsible for passengers and mail from Portland to Boston and return. Stock boy.

EDUCATION

- 1972 - 1974 New Hampshire College, Manchester, NH
B.S. Accounting. Major courses in Accounting and Math.
- 1970 - 1972 Andover Institute of Business, Portland, Maine
A. S. Accounting. Major courses in Accounting and Math.

Southern New Hampshire Services

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Donnalee Lozeau	Executive Director	175,000	-0-	-0-
Michael O'Shea	Dep. Director	140,595	-0-	-0-
Deborah Gosselin	Chief Operation Officer	113,404	-0-	-0-



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.

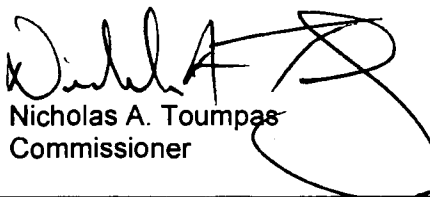
Area Served: Statewide

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 (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

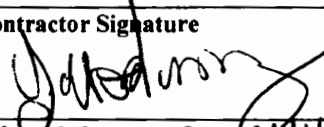
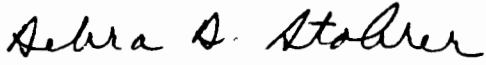
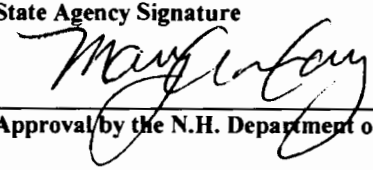
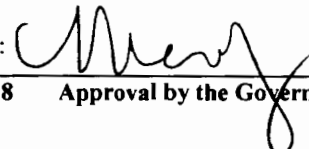
Subject: State Grant-In-Aid Funds Program and Homeless Housing Access Revolving Loan Fund

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] 			
1.13.2 Name and Title of Notary or Justice of the Peace Debra D. Stohrer 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 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:  <u>Mary Ann Cooney</u> 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: OKR
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: CKA
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.

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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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6-22-15



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.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.

[Handwritten Signature]
Date 6-23-15



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 \$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.

[Handwritten Signature]

6-25-15



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;

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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.

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.

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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 \$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



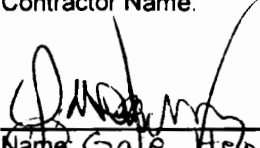
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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:

6-22-15
Date


Name: Gale Hennessy
Title: Exec. Dir.

Contractor Initials GH
Date 6-22-15



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):

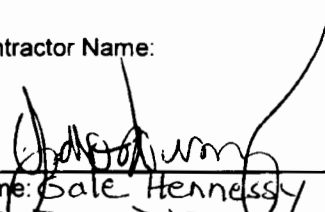
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

8.20.15
Date

Contractor Name:

Name: Gale 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

GA
6-25-15



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.

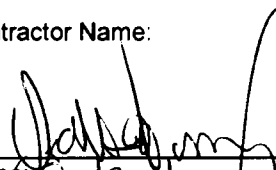
PRIMARY COVERED TRANSACTIONS

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.

11-26-16
Date

Contractor Name:

Name: Gale Hennessy
Title: Exec. Director

Contractor Initials GH
Date 11-25-16



**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:

6-25-15
Date

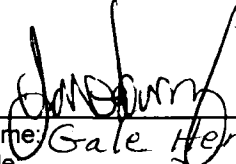

Name: Gale Hennessy
Title: Exec. Director

Exhibit G

Contractor Initials BSA

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

[Signature]
Name: Gale Hennessy
Title: Exec Director

Contractor Initials [Signature]
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.



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

GSJ



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.

<u>NH DHHS</u> The State	<u>Southern NH Services</u> Name of the Contractor
<u>Mary Ann Cooney</u> Signature of Authorized Representative	<u>[Signature]</u> Signature of Authorized Representative
<u>MARY ANN COONEY</u> Name of Authorized Representative	<u>Gale Hennessy</u> Name of Authorized Representative
<u>Associate Commissioner</u> Title of Authorized Representative	<u>Executive Director</u> Title of Authorized Representative
<u>2/12/15</u> Date	<u>6/25/15</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:

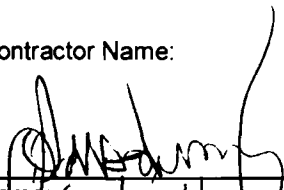
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
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:


Name: Gale Hendessy
Title: Exec. Director

6.25.15
Date

Contractor Initials GFX
Date 6-25-15



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: _____

GA
1-05-16

**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

Maureen Ryan
Name: *Maureen Ryan*
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
Notary Public
NEW HAMPSHIRE
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. 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 \$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 22 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

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

Business Information

Business Details

Business Name:	SOUTHWESTERN COMMUNITY SERVICES, INC.	Business ID:	65514
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	05/19/1965	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	05/19/1965		
Principal Office Address:	63 Community Way, Keene, NH, 03431, USA	Mailing Address:	P O Box 603, Keene, 03431, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Not Stated		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / NON PROFIT SOCIAL SERVICE COMMUNITY ACTION PROGRAM	

Page 1 of 1, records 1 to 1 of 1

CERTIFICATE OF VOTE

I, Elaine M. Amer, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary of Southwestern Community Services, Inc. Board of Directors.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 02/18/16:
(Date)

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 10th day of May, 20 17.
(Date Contract Signed)

4. John A. Manning is the duly elected Chief Executive Officer of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)

Elaine M. Amer
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 10th day of May, 20 17,

By Elaine M. Amer
(Name of Elected Officer of the Agency)

Leisa Perrotta
Leisa Perrotta, Notary



Commission Expires: 2-6-2018

AM
5/10/17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/7/2017

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 Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: PHONE (A/C, No, Ext): 603-352-2121 FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com														
INSURED Southwestern Comm Services Inc PO Box 603 Keene NH 03431	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Insurance Company</td> <td style="text-align: center;">0</td> </tr> <tr> <td>INSURER B : Maine Employer Mutual Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Insurance Company	0	INSURER B : Maine Employer Mutual Insurance Co.		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 1946422911** **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	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:			PHPK1513235	6/30/2016	6/30/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	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		\$		
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B	<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/A			3102800768	4/1/2017	4/1/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td></td><td style="text-align: center;">PER STATUTE</td><td style="text-align: center;">OTHER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td style="text-align: right;">\$500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td style="text-align: right;">\$500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td style="text-align: right;">\$500,000</td></tr> </table>		PER STATUTE	OTHER		E.L. EACH ACCIDENT			\$500,000	E.L. DISEASE - EA EMPLOYEE			\$500,000	E.L. DISEASE - POLICY LIMIT			\$500,000
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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 Department of Health & Human Services Office of 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
---	--

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, 2015 AND 2014
AND
INDEPENDENT AUDITORS' REPORTS**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED MAY 31, 2015

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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. and related companies (a New Hampshire nonprofit corporation), which comprise the consolidated statements of financial position as of May 31, 2015 and 2014, and the related consolidated statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended May 31, 2015.

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. as of May 31, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other 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 Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and the Schedule of Functional Revenues and Expenses 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 December 23, 2015, 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*

December 23, 2015
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
MAY 31, 2015 AND 2014**

ASSETS

	<u>2015</u>	<u>2014</u> (restated)
CURRENT ASSETS		
Cash and cash equivalents	\$ 197,247	\$ 96,654
Accounts receivable	911,829	976,196
Inventory	209,342	312,064
Prepaid expenses	45,899	8,836
Advances to unrelated third parties	100,700	100,700
Notes receivable	112,000	112,000
Interest receivable	<u>32,107</u>	<u>27,627</u>
Total current assets	<u>1,609,124</u>	<u>1,634,077</u>
PROPERTY		
Land and buildings	19,155,380	12,526,948
Vehicles and equipment	802,622	761,283
Furniture and fixtures	<u>144,840</u>	<u>29,791</u>
Total property	<u>20,102,842</u>	<u>13,318,022</u>
Less accumulated depreciation	<u>8,819,308</u>	<u>4,495,141</u>
Property, net	<u>11,283,534</u>	<u>8,822,881</u>
OTHER ASSETS		
Due from related parties	77,140	1,475,944
Cash escrow and reserve funds	278,772	182,837
Security deposits	62,930	11,628
Other assets	<u>15,968</u>	<u>591</u>
Total other assets	<u>434,810</u>	<u>1,671,000</u>
Total assets	<u>\$ 13,327,468</u>	<u>\$ 12,127,958</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 720,997	\$ 550,886
Accrued expenses	117,347	97,294
Accrued payroll and payroll taxes	309,572	113,546
Other current liabilities	132,696	130,133
Refundable advances	239,234	132,114
Demand notes payable	249,953	338,953
Current portion of long term debt	<u>331,865</u>	<u>245,959</u>
Total current liabilities	2,101,664	1,608,885
NONCURRENT LIABILITIES		
Long term debt, less current portion shown above	<u>9,069,941</u>	<u>6,324,881</u>
Total liabilities	<u>11,171,605</u>	<u>7,933,766</u>
NET ASSETS		
Unrestricted	2,146,018	4,160,395
Temporarily restricted	<u>9,845</u>	<u>33,797</u>
Total net assets	<u>2,155,863</u>	<u>4,194,192</u>
Total liabilities and net assets	<u>\$ 13,327,468</u>	<u>\$ 12,127,958</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

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

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2015 Total</u>	<u>2014 Total (restated)</u>
REVENUES AND OTHER SUPPORT				
Government contracts	\$ 9,154,522	\$ -	\$ 9,154,522	8,893,510
Program service fees	1,991,293	-	1,991,293	2,103,765
Rental income	533,766	-	533,766	361,492
Developer income	347,615	-	347,615	694,246
Support	376,410	4,887	381,297	317,056
Fundraising	92,884	-	92,884	146,366
Interest income	4,549	-	4,549	4,722
Forgiveness of debt	585,457	-	585,457	772,915
Miscellaneous	122,439	-	122,439	56,565
In-kind contributions	<u>161,575</u>	<u>-</u>	<u>161,575</u>	<u>110,864</u>
Total revenues and other support	13,370,510	4,887	13,375,397	13,461,501
NET ASSETS RELEASED FROM RESTRICTIONS				
	<u>28,839</u>	<u>(28,839)</u>	<u>-</u>	<u>-</u>
Total revenues, other support, and net assets released from restrictions	<u>13,399,349</u>	<u>(23,952)</u>	<u>13,375,397</u>	<u>13,461,501</u>
EXPENSES				
Program services				
Home energy programs	4,014,931	-	4,014,931	4,171,970
Education and nutrition	2,213,462	-	2,213,462	2,037,363
Homeless programs	2,211,640	-	2,211,640	1,888,171
Housing services	1,906,567	-	1,906,567	1,824,635
Economic development services	437,548	-	437,548	503,259
Other programs	<u>818,906</u>	<u>-</u>	<u>818,906</u>	<u>783,808</u>
Total program services	11,603,054	-	11,603,054	11,209,206
Supporting activities				
Management and general	<u>1,826,284</u>	<u>-</u>	<u>1,826,284</u>	<u>1,680,806</u>
Total expenses	<u>13,429,338</u>	<u>-</u>	<u>13,429,338</u>	<u>12,890,012</u>
CHANGES IN NET ASSETS	<u>(29,989)</u>	<u>(23,952)</u>	<u>(53,941)</u>	<u>571,489</u>
NET ASSETS, BEGINNING OF YEAR	4,160,395	33,797	4,194,192	3,023,784
PRIOR PERIOD ADJUSTMENT	-	-	-	598,919
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS	<u>(1,984,388)</u>	<u>-</u>	<u>(1,984,388)</u>	<u>-</u>
NET ASSETS, BEGINNING OF YEAR	<u>2,176,007</u>	<u>33,797</u>	<u>2,209,804</u>	<u>3,622,703</u>
NET ASSETS, END OF YEAR	<u>\$ 2,146,018</u>	<u>\$ 9,845</u>	<u>\$ 2,155,863</u>	<u>\$ 4,194,192</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2015 AND 2014

	<u>2015</u>	<u>2014</u> (restated)
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (53,941)	\$ 571,489
Adjustments to reconcile changes in net assets to net cash from operating activities:		
Depreciation and amortization	505,694	470,112
Forgiveness of debt	(585,457)	(772,915)
(Increase) decrease in assets:		
Accounts receivable	71,516	(111,461)
Inventory	102,722	(210,123)
Prepaid expenses	(53,739)	9,011
Notes receivable	-	(112,000)
Interest receivable	(4,480)	(4,480)
Due from related parties	944,184	413,874
Security deposits	(5,398)	3,678
Increase (decrease) in liabilities:		
Accounts payable	(334,243)	(198,896)
Accrued expenses	(639,853)	68,788
Accrued payroll and payroll taxes	196,026	(19,991)
Other current liabilities	2,563	(13,660)
Refundable advances	107,120	(51,981)
	<u>252,714</u>	<u>41,445</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Decrease in escrow funds	29,115	(32,702)
Purchase of property	(64,082)	(83,801)
	<u>(34,967)</u>	<u>(116,503)</u>
NET CASH USED IN INVESTING ACTIVITIES		
CASH FLOWS FROM FINANCING ACTIVITIES		
Net (repayments) proceeds from demand notes payable	(89,000)	39,000
Proceeds from long term debt	67,917	80,782
Repayment of long term debt	(102,869)	(171,638)
	<u>(123,952)</u>	<u>(51,856)</u>
NET CASH USED IN FINANCING ACTIVITIES		
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	93,795	(126,914)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	96,654	223,568
CASH TRANSFERRED FROM LIMITED PARTNERSHIPS	6,798	-
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 197,247</u>	<u>\$ 96,654</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for:		
Interest	<u>\$ 186,420</u>	<u>\$ 189,112</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, 2015**

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	2015 Total	2014 Total (restated)
Payroll	\$ 349,643	\$ 1,079,606	\$ 517,808	\$ 673,435	\$ 263,138	\$ 376,159	\$ 3,259,789	\$ 624,964	\$ 3,884,753	\$ 3,925,920
Payroll taxes	36,353	125,798	54,238	71,429	24,158	43,524	365,500	64,412	419,912	406,894
Employee benefits	108,363	320,633	165,018	208,634	73,278	129,211	1,005,138	236,665	1,241,803	993,748
Retirement	21,943	65,860	32,333	56,588	15,390	14,879	206,793	57,908	264,701	237,612
Advertising	409	18,632	-	3,421	1,112	-	23,574	781	24,355	21,329
Bank charges	464	-	263	2,733	-	12	3,472	6,671	10,143	7,976
Bad debt expense	-	-	878	-	-	-	878	-	878	2,023
Commercial subsidy	-	-	-	-	-	13,373	13,373	-	13,373	10,671
Computer cost	253,377	3,815	6,921	6,725	1,472	-	18,933	140,253	159,186	89,581
Contractual	-	18,391	216,034	106,115	2,640	147,587	744,144	41,249	785,393	787,447
Depreciation	-	25,335	108,367	167,890	-	7,141	308,733	196,981	505,694	470,112
Dues/registration	-	5,875	350	281	-	17,474	23,980	2,145	26,125	10,397
Duplicating	1,363	7,360	446	152	-	-	9,541	4,813	14,354	14,328
Insurance	7,046	14,361	24,826	57,621	1,174	6,065	111,093	33,574	141,667	142,932
Interest	-	9,208	11,580	29,188	-	2,585	52,560	133,860	186,420	189,112
Meeting and conference	2,061	5,940	4,442	12,012	-	21,230	45,665	12,608	58,293	52,244
Miscellaneous expense	593	1,537	5,772	77,761	40	646	86,339	2,453	88,792	156,703
Miscellaneous taxes	-	-	-	49,770	-	-	49,770	150	48,920	38,932
Equipment purchases	61	1,017	8,080	6,961	-	-	16,119	1,843	17,962	12,817
Office expense	13,583	15,296	9,859	6,357	5,235	187	50,557	12,064	62,621	64,824
Postage	199	341	27	850	106	-	1,523	21,621	23,144	22,098
Professional fees	1,000	-	3,000	15,443	-	-	19,443	46,854	66,297	114,941
Staff development and training	5,370	1,622	27,264	6,380	-	18,015	58,851	34,574	93,425	36,198
Subscriptions	-	-	-	78	-	-	78	901	979	2,981
Telephone	2,679	15,829	27,929	8,482	5,245	533	60,697	24,853	85,550	87,229
Fax	46	-	-	-	-	-	46	-	46	133
Travel	4,371	16,322	18,247	6,145	5,268	180	50,533	2,464	52,997	40,712
Vehicle	5,312	5,005	3,966	33,635	-	9,580	57,498	21,476	78,974	124,931
Rent	-	25,550	-	-	-	-	25,550	-	25,550	18,916
Space costs	49	114,690	236,755	242,349	-	377	594,220	103,187	697,407	687,428
Direct client assistance	3,200,456	153,846	727,197	56,132	39,291	10,147	4,187,069	-	4,187,069	3,987,979
In-kind expenses	-	161,575	-	-	-	-	161,575	-	161,575	110,864
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	4,014,931	2,213,462	2,211,640	1,906,567	437,548	819,906	11,603,054	1,826,284	13,429,338	12,800,012
Allocation of management and general expenses	531,937	348,392	348,105	300,088	69,869	128,893	1,826,284	(1,826,284)	-	-
TOTAL FUNCTIONAL EXPENSES	\$ 4,646,868	\$ 2,561,854	\$ 2,559,745	\$ 2,206,655	\$ 506,417	\$ 947,799	\$ 13,429,338	\$ -	\$ 13,429,338	\$ 12,800,012

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED MAY 31, 2015 AND 2014**

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southwestern Community Services, Inc. (the Organization) is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corp., SCS Housing, Inc., Drewsville Carriage House Associates, LP (Drewsville), North Walpole Village Housing Associates, LP (North Walpole), Troy Common Associates, LP (Troy), Peterborough/Finlay, LLC (Peterborough), Hinsdale Main Street Associates LP (Hinsdale) and Jaffrey Housing Associates LP (Jaffrey). 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 financial statements of Southwestern Community Services, Inc. have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles. The financial statements include the accounts of Southwestern Community Services, Inc., SCS Management Corp., and SCS Housing, Inc. The three corporations are combined because Southwestern Community Services, Inc. controls more than 50% of the voting power. All significant intercompany items and transactions have been eliminated from the basic financial statements.

For the years ended May 31, 2015 and 2014, Drewsville Carriage House Associates, LP, North Walpole Village Housing Associates, LP, and Troy Common Associates, LP have been consolidated with the Organization because the Organization owns 100% of the voting power. During the year ended May 31 2015, the Organization acquired 100% of Peterborough/Finlay, LLC, Hinsdale Main Street Associates LP and Jaffrey Housing Associates LP (see Note 13) and these entities have also been consolidated with the Organization. All significant intercompany items and transactions have been eliminated from the basic 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, 2015 and 2014, 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, 2014, 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

The Organization has adopted the allowance method for accounting for uncollectible receivables. The Organization estimated the allowance for uncollectible receivables at zero for the year ended May 31, 2015 and 2014.

Notes Receivable

The Organization has two notes receivable from an unrelated third party. The notes receivable are stated at the amount that is expected to be collected at year end. Interest is accrued at a rate of 4% annually. The balance of the notes receivable and related interest receivable is \$112,000 and \$32,107, respectively at May 31, 2015 and \$112,000 and \$27,627, respectively at May 31, 2014.

Inventory

Inventory is recorded at cost or at fair value if contributed. Inventory consists of property developments, which when complete, will be held for sale.

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, 2015 and 2014, approximately 68% and 66%, respectively, of the Organization's total revenue was received from government agencies. The future nature of the organization is dependent upon continued support from the government.

Concentration of Credit Risk

The Organization maintains its cash accounts in several financial institutions, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts. At May 31, 2015 and 2014, no balance exceeded the federally insured limits.

Property and Depreciation

Purchased property and equipment are stated at cost at the date of acquisition or at fair value at the date of receipt in the case of donated property.

The Organization generally capitalizes and depreciates all assets with a cost greater than \$5,000 and an expected life greater than one year. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 40 Years
Vehicles and equipment	5 - 10 Years
Furniture and fixtures	7 Years

The use of certain assets is specified under the terms of grants received from agencies of the federal government. These grants also place liens on certain assets and impose restrictions on the use of funds received from the disposition of the property.

Advertising

The Organization expenses advertising costs as incurred.

Revenue Recognition

Amounts received from conditional grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses and conditions are incurred or met. Conditional grants received prior to the conditions being met are reported as refundable advances. Contributions of cash and other assets are reported as restricted if they are received with donor imposed stipulations that limit the use of the donated assets. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Income Taxes

The Organization is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation. As such, the Organization is exempt from income tax on its exempt function income.

SCS Housing, Inc. is a C Corporation and is subject to income tax. Management does not believe this entity will have taxable income as there is net operating loss carryforwards of \$800,793 and \$673,130 at May 31, 2015 and 2014, respectively, and therefore, there is no tax provision.

Drewsville Carriage House Associates, LP, North Walpole Village Housing Associates, LP, Troy Common Associates, LP, Peterborough/Finlay, LLC, Hinsdale Main Street Associates LP, and Jaffrey Housing Associates LP are partnerships and do not pay taxes on their income. Rather, the partners will pay the taxes on the partnership net income.

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, 2012 – 2015), 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.

Subsequent Events

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 23, 2015, the date the financial statements were available to be issued.

NOTE 2

DEMAND NOTES PAYABLE

The Organization has a \$250,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly interest payments based on an interest rate of 4% per annum. The line is secured by all the

Organization's assets. The outstanding balance at May 31, 2015 and 2014 totaled \$249,953.

At May 31, 2014, the Organization had a \$500,000 master line of credit agreement (the line) with a bank that was due on demand. The line called for monthly interest payments based on the Wall Street Journal Prime Rate (3.25% at May 31, 2014) plus 1% per annum. The line was secured by all the Organization's assets. The outstanding balance at May 31, 2014 totaled \$89,000. The balance has been repaid in full as of May 31, 2015.

NOTE 3 **LONG TERM DEBT**

The long term debt at May 31, 2015 and 2014 consisted of the following:

	<u>2015</u>	<u>2014</u>
1% mortgage payable to New Hampshire Housing Finance Authority in monthly installments for principal and interest of \$891 through August 2032. The note is secured by real estate of the Organization.	\$ 181,843	\$ 190,668
Non-interest bearing mortgage payable to Community Development Finance Authority, in quarterly principal payments based on operating income formula applied to affordable housing portion of the specified real estate. The note is secured by real estate of the Organization.	32,147	32,147
3.5% note payable to a bank in monthly installments for principal and interest of \$959 through March 2021. The note is secured by real estate of the Organization.	61,388	70,549
Non-interest bearing mortgage payable to New Hampshire Housing Finance Authority. Payment is deferred for 30 years, through September 2031, or until project is sold or refinanced. The note is secured by real estate of the Organization.	250,000	250,000
Non-interest bearing mortgage payable to New Hampshire Housing Finance Authority. Payment is deferred for 30 years, through July 2032, or until project is sold or refinanced. The note is secured by real estate of the Organization.	408,300	408,300
4.25% mortgage payable to a bank in monthly installments for principal and interest of \$1,875 through December 2016, with a balloon payment due January 2017. The note is secured by real estate of the Organization.	206,615	219,903

4.375% note payable to Rural Housing Service in monthly installments for principal and interest of \$11,050 through May 2049. The note is secured by real estate of the Organization.	2,343,485	2,372,857
Non-interest bearing note payable to a county in New Hampshire. Payment is not necessary unless Organization defaults on contract and the note is secured by real estate of the Organization.	460,000	460,000
4% note payable to a development company, in annual interest installments only through March 2015 at which time a final balloon payment of the entire principal balance was due. The remaining balance is still outstanding at May 31, 2015 and is classified as current. The note is secured by real estate of the Organization.	63,000	63,000
4% note payable to a development company, in annual interest installments only through March 2015 at which time a final balloon payment of the entire principal balance was due. The remaining balance is still outstanding at May 31, 2015 and is classified as current. The note is secured by real estate of the Organization.	45,000	45,000
Note payable to a bank in monthly installments for principal and interest of \$2,769 including interest through May 2039. Interest is adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston which resulted in an interest rate of 4.07% at May 31, 2015. The note is secured by real estate of the Organization.	449,567	461,087
6.99% note payable to a bank in monthly installments for principal and interest of \$560 through October 2014. The note was secured by a vehicle of the Organization.	-	3,303
5.95% note payable to a bank in monthly installments for principal and interest of \$934 through May 2021. The note is secured by real estate of the Organization.	115,214	119,335
North Walpole - 6% note payable to a bank in monthly installments for principal and interest of \$1,351 April 2016 at which time a balloon payment of \$123,000 is due. The note is secured by real estate of the Organization.	128,971	137,167

Troy - 7% note payable to a bank in monthly installments for principal and interest of \$807 through December 2025. The note is secured by real estate of the Organization.	76,750	80,821
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 will be 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.	225,000	250,000
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note will be 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.	135,000	150,000
Non-interest bearing note payable to New Hampshire Finance Authority in annual payments in the amount of 50% of annual surplus cash through July 2023 at which time the remaining balance is due. The note is secured by real estate of the Organization.	794,189	794,189
Non-interest bearing note payable to a county in New Hampshire. No payment is due and 5% of the balance is forgiven each year through 2032 when the remaining balance becomes due. The note is secured by real estate of the Organization.	424,175	446,500
3.99% note payable to a bank in monthly installments for principal and interest of \$385 through April 2015. The note is secured by a vehicle of the Organization.	12,249	16,014
Peterborough - 7% note payable to New Hampshire Housing Finance Authority in monthly installments for principal and interest of \$15,013 through June 2040. The note is secured by a mortgage and risk sharing security agreement with the U.S. Department of Housing and Urban Development on the Organization's assets.	2,124,114	-
Peterborough - Non-recourse 0% note payable to New Hampshire Housing Finance Authority. Principal is payable at the sole discretion of the		

lender from excess cash of the borrower determined by formula. The note is due December 2041 and is secured by the Partnership's land and buildings.

388,657 -

Jaffrey - 30- year deferred note payable to the Town of Jaffrey, New Hampshire. Payment of principal and accrued interest at 1% are deferred until the note matures in June 2027. The note is secured by land and buildings. The balance included cumulative accrued interest of \$43,872.

294,721 -

Jaffrey - 6% note payable to a bank in monthly installments for principal and interest of \$484 through June 2027. The note is secured by land and buildings.

49,463 -

Hinsdale - 6% payable to a bank in monthly installments for principal and interest of \$635 with a balloon payment due October 2017. The note is secured by land and buildings.

66,030 -

4.25% note payable to a bank in monthly installments for principal and interest through December 2016. The note is secured by land and buildings.

37,718 -

6.99% note payable to a finance company in monthly installments for principal and interest of \$652 through June 2019. The note is secured by a vehicle.

28,210 -

9,401,806 6,570,840

Less current portion due within one year

331,865 245,959

\$ 9,069,941 \$ 6,324,881

The schedule of maturities of long term debt at May 31, 2015 is as follows:

Year Ending	Amount
<u>May 31</u>	
2016	\$ 331,865
2017	377,070
2018	245,942
2019	192,670
2020	195,247
Thereafter	<u>8,059,012</u>
Total	<u>\$ 9,401,806</u>

NOTE 4 **OPERATING LEASES**

The Organization leases vehicles, under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2016. Monthly lease payments range from \$341 to \$580. Lease expense for the years ended May 31, 2015 and 2014 totaled \$9,472 and \$25,051, respectively.

Future minimum payments as of May 31, 2015 on the above leases are \$43,109 during the year ending May 31, 2016.

NOTE 5 **ACCRUED COMPENSATED BALANCES**

At May 31, 2015 and 2014, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$125,564.

NOTE 6 **CONTINGENCIES**

SCS Housing, Inc. is the general partner of eleven limited partnerships (which include Drewsville Carriage House Associates, LP, North Walpole Village Housing, LP, Troy Common Associates, LP, Peterborough/Finlay, LLC, Hinsdale Main Street Associates LP and Jaffrey Housing Associates LP, 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 \$5,209,000 at May 31, 2015 and 2014. Partnership real estate with a cost basis of approximately \$25,300,000 provides collateral on these loans.

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If costs were found not to have been incurred in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of May 31, 2015 and 2014.

NOTE 7 **RELATED PARTY TRANSACTIONS**

During the years ended May 31, 2015 and 2014, SCS Housing, Inc. managed seven limited partnerships. Management fees charged by SCS Housing, Inc. totaled \$337,996 and \$383,457, at May 31, 2015 and 2014, respectively. In addition, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years. The total amount due and expected to be collected from the limited partnerships was \$77,140 and \$877,025 at May 31, 2015 and 2014, respectively.

NOTE 8 **ADVANCES TO UNRELATED THIRD PARTIES**

The Organization has advanced funds to three unrelated entities for property development purposes. The total amount due and expected to be collected from these entities was \$100,700 at May 31, 2015 and 2014.

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 \$266,042 and \$261,757 for the years ended May 31, 2015 and 2014, 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, 2015 and 2014 totaled \$9,845 and \$33,797, respectively.

NOTE 11 **FORGIVENESS OF DEBT**

During the year ended May 31, 2015 the Organization realized forgiveness of debt income in connection with notes payable to the Town of Hinsdale, the County of Cheshire and the Department of Housing and Urban Development (HUD). Forgiveness of debt income totaled \$585,457 for the year ended May 31, 2015.

During the year ended May 31, 2014 the Organization realized forgiveness of debt income in connection with notes payable with the Town of Troy and the Town of Walpole, and the County of Cheshire. Forgiveness of debt income totaled \$772,915 for the year ended May 31, 2014.

NOTE 12 **PRIOR PERIOD ADJUSTMENT**

The beginning net assets for the year ended May 31, 2015 has been restated to correct an error.

In previously issued financial statements the Organization did not record amounts due from Peterborough/Finlay, LLC (Peterborough). The amounts are recorded as a payable on Peterborough's books and are eliminated in consolidation. Correcting this error increased unrestricted net assets by \$598,919 at May 31, 2014.

NOTE 13 TRANSFER OF PARTNERSHIP INTEREST

During 2015, SCS acquired partnership interests in three low income housing limited partnerships; Hinsdale Main Street Associates, LP (Hinsdale), Jaffrey Housing Associates (Jaffrey) and Peterborough/Finlay, LLC (Peterborough). The amount paid for each partnership interest was \$1 and at the time of acquisition SCS became the general partner in each partnership.

The following is a summary of the assets and liabilities of each partnership at the date of acquisition.

Date of transfer	<u>12/31/2014</u>	<u>12/31/2014</u>	<u>04/30/2015</u>	
	<u>Jaffrey</u>	<u>Hinsdale</u>	<u>Peterborough</u>	<u>Total</u>
Cash	\$ 2,393	\$ 34,363	\$ 95,092	\$ 131,848
Property – net	328,095	645,620	1,928,533	2,902,248
Other assets	<u>12,097</u>	<u>10,746</u>	<u>54,121</u>	<u>76,964</u>
Total assets	<u>342,585</u>	<u>690,729</u>	<u>2,077,746</u>	<u>3,111,060</u>
Notes payable	345,342	590,654	2,757,234	3,693,230
Other liabilities	<u>178,907</u>	<u>402,037</u>	<u>821,274</u>	<u>1,402,218</u>
Total liabilities	<u>524,249</u>	<u>992,691</u>	<u>3,578,508</u>	<u>5,095,448</u>
Partners' (deficit)	<u>\$ (181,664)</u>	<u>\$ (301,962)</u>	<u>\$(1,500,762)</u>	<u>\$(1,984,388)</u>

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, 2015
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	2015 Total	2014 Total (restated)
REVENUES										
Government contracts	\$ 3,784,114	\$ 2,522,699	\$ 1,824,820	\$ 182,374	\$ 575,216	\$ 12,999	\$ 8,902,222	\$ 252,300	\$ 9,154,522	\$ 8,893,510
Program service fees	317,778	4,215	72,332	966,383	-	630,585	1,991,293	-	1,991,293	2,103,765
Rental income	-	-	120,950	405,999	-	-	526,949	6,817	533,766	361,492
Developer income	-	-	-	347,615	-	-	347,615	-	347,615	694,246
Support	44,261	14,835	137,915	3,000	-	167,116	367,127	14,170	381,297	317,056
Fundraising	-	-	28	9	-	6	43	9,100	92,884	146,366
Interest income	-	-	62,325	523,132	-	-	585,457	4,506	4,722	4,722
Forgiveness of debt	-	1,449	806	80,100	-	4,647	120,410	2,029	122,439	56,585
Miscellaneous	33,408	161,575	-	-	-	-	161,575	-	772,915	772,915
In-kind contributions	-	-	-	-	-	-	-	-	161,575	110,864
Total revenues	4,179,561	2,704,773	2,219,176	2,508,612	575,216	899,137	13,086,475	288,922	13,375,397	13,461,501
EXPENSES										
Payroll	\$ 349,643	\$ 1,079,606	\$ 517,808	\$ 673,435	\$ 263,138	\$ 376,159	\$ 3,259,789	\$ 624,964	\$ 3,884,753	\$ 3,925,920
Payroll taxes	36,353	125,798	54,238	71,429	24,158	43,524	355,500	64,412	419,912	406,894
Employee benefits	108,363	320,633	165,018	208,634	73,279	129,211	1,005,138	236,665	1,241,803	953,748
Retirement	21,943	65,660	32,333	56,588	15,390	14,679	206,783	57,908	264,701	257,612
Advertising	409	18,632	-	3,421	1,112	-	23,574	761	24,335	21,329
Bank charges	-	-	878	-	-	-	878	-	878	7,976
Bad debt expense	464	-	263	2,733	-	12	3,472	6,671	10,143	2,023
Commercial subsidy	-	-	-	-	-	13,373	13,373	-	13,373	10,671
Computer cost	-	3,815	6,921	6,725	1,472	-	18,933	140,253	159,186	89,581
Contractual	253,377	18,391	216,034	106,115	2,640	147,587	744,144	41,249	785,393	787,447
Depreciation	-	25,335	108,367	167,890	-	7,141	308,733	196,961	505,694	470,112
Dues/registration	-	5,875	350	281	-	17,474	23,980	2,145	26,125	10,397
Duplicating	1,363	7,580	448	152	-	-	9,541	4,813	14,354	14,328
Insurance	7,046	14,361	24,826	57,621	1,174	6,065	111,093	30,574	141,667	142,832
Interest	-	9,206	11,980	29,188	-	2,566	52,980	133,866	186,420	189,112
Meeting & conference	2,061	5,940	4,442	12,012	-	21,230	45,685	12,608	58,293	52,244
Miscellaneous expense	383	1,537	5,772	77,761	40	646	86,338	2,453	88,792	196,703
Miscellaneous taxes	-	-	-	49,770	-	-	49,770	150	38,932	38,932
Equipment purchases	61	1,017	8,080	6,981	-	-	16,119	1,943	17,962	12,817
Office expense	13,583	15,296	9,899	6,357	5,235	187	50,557	12,064	62,621	64,824
Postage	199	341	27	850	106	-	1,523	21,621	23,144	22,098
Professional fees	1,000	-	3,000	15,443	-	-	19,443	46,854	66,297	114,941
Staff development & training	5,570	1,622	27,264	6,380	-	18,015	58,851	34,574	93,425	36,198
Subscriptions	-	-	-	78	-	-	78	901	2,981	2,981
Telephone	2,679	15,829	27,929	8,482	5,245	533	60,697	24,853	85,550	87,229
Fax	46	-	-	-	-	-	46	-	46	133
Travel	4,371	16,322	18,247	6,145	5,268	180	50,533	2,464	52,997	40,712
Vehicle	5,312	5,005	3,966	33,635	-	9,580	57,498	21,476	78,974	124,931
Rent	-	25,550	-	-	-	-	25,550	-	25,550	18,916
Space costs	49	114,690	236,755	242,349	-	377	594,220	103,187	697,407	687,428
Direct client assistance	3,200,456	153,846	727,197	56,132	39,291	10,147	4,187,069	-	4,187,069	3,987,979
In-kind expenses	-	161,575	-	-	-	-	161,575	-	161,575	110,864
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	4,014,931	2,213,462	2,211,640	1,906,567	437,548	818,906	11,603,054	1,826,284	13,429,338	12,890,012
Allocation of management and general expenses	631,937	348,392	348,105	300,088	68,969	128,893	1,826,284	(1,826,284)	-	-
TOTAL FUNCTIONAL EXPENSES	\$ 4,646,868	\$ 2,561,854	\$ 2,559,745	\$ 2,206,655	\$ 506,417	\$ 947,799	\$ 13,429,338	\$ -	\$ 13,429,338	\$ 12,890,012

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2015**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURE
<u>U.S. Department of Agriculture</u>				
Rural Housing Preservation Grant	10 433			\$ 97,000
Child and Adult Care Food Program	10 558	State of NH Department of Education		101,573
Women, Infants, and Children (WIC)	10 557	State of NH Dept. of Health & Human Services	010-090-52600000-102-500734	330,824
Commodity Supplemental Food Program	10 565	State of NH Dept. of Health & Human Services	010-090-52600000-102-500734	150,512
Total U.S. Department of Agriculture				\$ 679,909
<u>U.S. Department of Housing and Urban Development</u>				
Emergency Solutions Grant Program	14 231	State of NH, DHHS Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	\$ 284,455
Supportive Housing Program	14 235	State of NH, DHHS Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	257,292
Supportive Housing Program	14 267	State of NH, DHHS Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	84,446
Shelter Plus Care	14 238	State of NH, DHHS Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	282,192
Total U.S. Department of Housing and Urban Development				\$ 908,385
<u>U.S. Department of Labor</u>				
WIA Cluster - WIA Adult	17 258	Southern NH Services		\$ 84,633
WIA Cluster - WIA Dislocated	17 278	Southern NH Services		96,007
Total U.S. Department of Labor				\$ 180,640
<u>U.S. Department of Energy</u>				
Weatherization Assistance for Low-Income Persons	81 042	State of NH Office of Energy & Planning	01-02-024010-7706-074-500587	\$ 166,319
Total U.S. Department of Energy				\$ 166,319
<u>U.S. Department of Veterans Affairs</u>				
VA Support Services for Veterans Families Program	64 033			\$ 329,587
Total U.S. Department of Veterans Affairs				\$ 329,587
<u>U.S. Department of Health & Human Services</u>				
National Family Care Giver Support, Title III, Part E	93 052	State of NH, DHHS Div of Elderly & Adult Services	177511	\$ 12,999
Drug-Free Communities Support Program Grants	93 276			107,623
Temporary Assistance for Needy Families	93 558	Southern NH Services		394,422
Low Income Home Energy Assistance	93 568	State of NH, Office of Energy & Planning	1025874	3,616,012
Community Services Block Grant	93 569	State of NH, DHHS Div. of Family Assistance	500731	232,025
CSBG - Discretionary	93 570	State of NH, DHHS Div. of Family Assistance	500731	20,275
Head Start	93 600			1,961,961
Total U.S. Department of Health & Human Services				\$ 6,345,317
TOTAL				\$ 8,610,157

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, 2015**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. 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, change 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 OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

NOTE 3 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. and related companies (a New Hampshire nonprofit corporation), which comprise the consolidated statement of financial position as of May 31, 2015, 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 December 23, 2015.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

*Leone, McDonnell & Roberts,
Professional Association*

December 23, 2015
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 OMB CIRCULAR A-133**

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. and related companies (a New Hampshire nonprofit corporation) compliance with the types of compliance requirements described in the OMB *Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2015. Southwestern Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Southwestern Community Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about 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, 2015.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with OMB Circular A-133 and which is described in the accompanying schedule of findings and questioned costs as item 2015-001. Our opinion on each major federal program is not modified with respect to these matters.

Southwestern Community Services, Inc.'s response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Southwestern Community Services, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of Southwestern Community Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southwestern Community Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. And therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2015-001, that we consider to be a material weakness.

Southwestern Community Services, Inc.'s response to the internal control over compliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Southwestern Community Services, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*Leone, McDonnell & Roberts,
Professional Association*

December 23, 2015
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

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

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the consolidated financial statements of Southwestern Community Services, Inc.
2. No material weaknesses disclosed during the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the consolidated financial statements of Southwestern Community Services, Inc. which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. One material weakness in internal control over major federal award programs is reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133*.
5. The auditors' report on compliance for the major federal award programs for Southwestern Community Services, Inc. expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with Section 510(a) of OMB Circular A-133 are reported in this schedule.
7. The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, Head Start, 93.600. U.S. Department of Housing and Urban Development; Supportive Housing, 14.235, Emergency Solutions Grant, 14.231, Shelter Plus Care, 14.238.
8. The threshold for distinguishing Type A and B programs was \$300,000.
9. Southwestern Community Services, Inc. was determined to not be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

Department of Health and Human Services

2015-001 Head Start - CFDA No. 93.600 (material weakness)

Condition: In testing drawdowns for the Head Start program, it was noted that all but three drawdowns lacked supporting documentation of the Head Start expenditures for which the drawdown was requested.

Criteria: All drawdowns must be for current expenditures incurred for the Head Start program and must be accompanied by supporting documentation.

Effect: Failure to maintain supporting documentation for each drawdown could result in advanced drawdowns of Head Start funds for purposes other than those allowed by Head Start.

Cause: Lack of internal control surrounding the documentation and approval of Head Start drawdowns.

Recommendation: The Organization needs to strengthen controls over its cash management processes to ensure compliance with federal requirements. We recommend that procedures be implemented so that each Head Start drawdown requires approval of either a member of the finance committee or the Head Start Program Director. Each drawdown must be accompanied by supporting documentation of the expenditures for which the drawdown is being made.

Management Response:

The Organization, in an effort to strengthen controls over its cash management process, ensuring compliance with federal requirements; has put into place a policy with regards to Cash Advances of Federal Grants, effective immediately.

Cash advances shall be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purpose of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs [CFR Part 74.22(b)(2)].

Cash advances under this section shall require submission of satisfactory documentation of the expenses for which the cash is being drawn down, for the approval of both CEO (or designee) and a member of the Executive Committee of the Agency Board of Directors. Documentation and approvals will be maintained by the CEO (or designee) in accordance with the agencies file retention policy.

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

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

John A. Manning

[REDACTED]
[REDACTED]

Summary

Over 30 years of experience with non-profit organizations, as both an outside auditor and presently Chief Financial Officer of a large community action agency.

Experience

2014–Present Southwestern Community Services Inc.
Keene, NH

Chief Executive Officer

Oversees all fiscal functions for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Reports to the agency board of directors.

1990–2014 Southwestern Community Services Inc.
Keene, NH

Chief Financial Officer

Oversees all fiscal functions for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Supervises a staff of 7, with an agency budget of over \$ 13,000,000. Also oversees agency property management department, which manages over 300 units of affordable housing.

1985-1995 Keene State College Keene, NH

Adjunct Professor

Taught evening accounting classes for their continuing education program.

1978-1990 John A. Manning, Keene, NH

Certified Public Accountant

Provided public accounting services to small and medium sized clients, including multiple non-profit organizations. Performed certified audits on several clients, including Head Start and other non-profit clients

1975-1978 Kostin and Co. CPA's West Hartford, Ct.

Staff Accountant

Performed all aspects of public accounting for medium sized accounting firm. Audited large number of privately held and non-profit clients.

Education

1971-1975 University of Mass. Amherst, Ma.

- B.S. Business Administration in Accounting

Organizations

American Institute of Certified Public Accountants

NH Society of Certified Public Accountants

Southwestern Community Services, Inc.,
Key Personnel

State Grant-In-Aid (SGIA) Funds Program

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
John Manning	Chief Executive Officer	\$132,080.00	0%	\$0.00
Craig Henderson	Program Director	\$50,000.00	83%	\$41500.00



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.

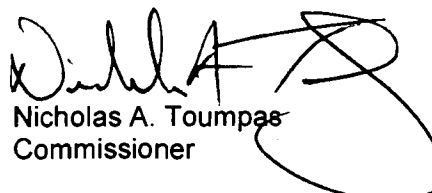
Area Served: Statewide

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 (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 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 Ella Weber, Notary Public			
1.14 State Agency Signature <i>Mary Ann Conway</i>		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: <i>Mary Ann Conway</i> Attorney On: <u>7/31/15</u>			
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.

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: 6/29/15

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.

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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.

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6/29/15



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.



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 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 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.

6/29/15
Date

Contractor Name: Southwestern Community Services, Inc.

John A. Manning
Name: John A. Manning.
Title: Chief Executive Officer

Exhibit D – Certification regarding Drug Free
Workplace Requirements
Page 2 of 2

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

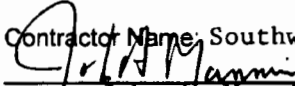
Contractor Name: Southwestern Community Services, Inc.

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 (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.

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



**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:

1. 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

gm

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.

6/29/15
Date

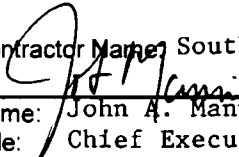
Contractor Name: Southwestern Community Services, Inc.

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.

3/2014

Contractor Initials

Jm

Date

6/29/16



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.

3/2014

Contractor Initials

Jm

Date

6/29/15



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 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
[Signature]
 Signature of Authorized Representative
John A. Manning
 Name of Authorized Representative
Chief Executive Officer
 Title of Authorized Representative
6/29/15
 Date

3/2014

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.

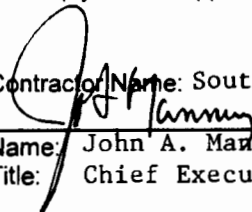
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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



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?

 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**



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.

The Bridge House, Inc.

Amendment #1

Contractor Initials: CB

16-DHHS-OHS-BHHS-02

Page 1 of 3

Date: 3/21/17



**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

The Bridge House, Inc.

May 11, 2017
Date

Cathy Berkwood
Name: Cathy Berkwood
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

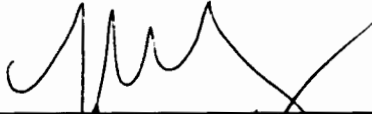
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



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

OFFICE OF THE ATTORNEY GENERAL

5/24/17
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 #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.

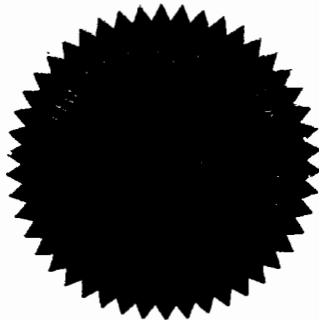
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 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.

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

Search Business Names

Search Result

[Back](#)

Business Name	Business ID	Business Type	Principal Office Address	Registered Agent Name	Duration	Status
"THE BRIDGE HOUSE"	50879	Trade Name	RT. 49 & GOOSE HOLLOW ROAD, CAMPTON, NH, 03223, USA	N/A	N/A	Inactive
The Bridge House, Inc.	465451	Domestic Nonprofit Corporation	260 Highland St., Plymouth, NH, 03264, USA	N/A	Perpetual	Good Standing

Page 1 of 1, records 1 to 2 of 2

[Back](#)

NH Department of State, Corporation Division, State House Annex, 3rd Floor Room 317, 25 Capitol St, Concord, NH 03301 Email: corporate@sos.nh.gov (<mailto:corporate%40sos.nh.gov>)

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CERTIFICATE OF VOTE

I, Tara B Gowen, do hereby certify that:

1. I am a duly elected Officer of THE BRIDGE HOUSE INC.

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

RESOLVED: That the Executive Director

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11 day of May, 2017.

4. Andy Burwood is the duly elected Executive Director of the Agency.

Tara B Gowen

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 11th day of May, 2017.

By Tara B Gowen

Holly J Cormiea

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)
5/11/2017

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 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 E-MAIL ADDRESS: pat@esinsurance.com	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	
	INSURER B: Markel Insurance	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2016 policy fk **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:			PAC4250488-01	8/19/2016	8/19/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAP4250489-01	8/19/2016	8/19/2017	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	MWC0037234-05	9/10/2016	9/10/2017	PER STATUTE 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 State of NH, Dept of Health & Human Serv Bureau of Homeless & Housing Attn: Anne Pocock 105 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 Fairley Kenneally/PAT <i>Fairley Kenneally</i>
--	--

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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, 2015 and 2014

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ROWLEY & ASSOCIATES P.C.

CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVE
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, 2015 and 2014 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, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
February 2, 2016

THE BRIDGE HOUSE, INC
STATEMENTS OF FINANCIAL POSITION
June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
ASSETS		
CURRENT ASSETS		
Cash, unrestricted	\$ 602,484	\$ 565,337
Cash, restricted	63,120	75,567
Contracts receivable	1,500	77,508
TOTAL CURRENT ASSETS	<u>667,104</u>	<u>718,412</u>
FIXED ASSETS		
Building and improvements	906,737	892,477
Furnishings and equipment	72,893	72,893
Total Fixed Assets	<u>979,630</u>	<u>965,370</u>
Less accumulated depreciation	(254,863)	(236,844)
	<u>724,767</u>	<u>728,526</u>
TOTAL ASSETS	<u>\$ 1,391,871</u>	<u>\$ 1,446,938</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 2,789	\$ 4,547
Accrued payroll expenses	4,622	7,013
Accrued compensated absences	644	3,043
TOTAL CURRENT LIABILITIES	<u>8,055</u>	<u>14,603</u>
NET ASSETS		
Unrestricted net assets	620,696	656,768
Temporarily restricted net assets	763,120	775,567
TOTAL NET ASSETS	<u>1,383,816</u>	<u>1,432,335</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,391,871</u>	<u>\$ 1,446,938</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	70,741	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>306,398</u>	<u>15,840</u>	<u>322,238</u>
Net assets released from donor imposed restrictions	<u>28,287</u>	<u>(28,287)</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>
Decrease in net assets	(36,072)	(12,447)	(48,519)
Net Assets, Beginning of year	<u>656,768</u>	<u>775,567</u>	<u>1,432,335</u>
Net assets, End of year	<u>\$ 620,696</u>	<u>\$ 763,120</u>	<u>\$ 1,383,816</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, 2014

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>TOTAL</u>
SUPPORT AND REVENUE			
State and Federal Contracts	\$ 185,074	\$ -	\$ 185,074
Grants	137,015	116,000	253,015
Contributions - Cash	12,082	50,000	62,082
Special Events	32,781	-	32,781
Fees	11,139	-	11,139
Interest	4,779	-	4,779
TOTAL SUPPORT AND REVENUE	<u>382,870</u>	<u>166,000</u>	<u>548,870</u>
Net assets released from donor imposed restrictions	<u>90,433</u>	<u>(90,433)</u>	<u>-</u>
EXPENSES			
Program Services	281,392	-	281,392
Management and general	38,240	-	38,240
Fundraising	12,310	-	12,310
	<u>331,942</u>	<u>-</u>	<u>331,942</u>
Increase in net assets	141,361	75,567	216,928
Net Assets, Beginning of year	<u>515,407</u>	<u>700,000</u>	<u>1,215,407</u>
Net assets, End of year	<u>\$ 656,768</u>	<u>\$ 775,567</u>	<u>\$ 1,432,335</u>

See Independent Auditors' Report and Notes to Financial Statements

THE BRIDGE HOUSE, INC
STATEMENTS OF CASH FLOWS
For The Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ (48,519)	\$ 216,928
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Increase in restricted cash	12,447	(75,567)
Depreciation	18,019	29,773
(Increase) decrease in Operating Assets		
Contracts receivable	76,008	(62,658)
Decrease (increase) In Operating Liabilities		
Accounts payable	(1,758)	2,027
Accrued payroll	(2,391)	3,905
Accrued compensated absences	(2,399)	68
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>51,407</u>	<u>114,476</u>
CASH FLOW FROM INVESTING ACTIVITIES		
Purchases of property and equipment	<u>(14,260)</u>	<u>(61,020)</u>
NET INCREASE IN UNRESTRICTED CASH	37,147	53,456
UNRESTRICTED Cash, beginning of year	<u>565,337</u>	<u>511,881</u>
UNRESTRICTED Cash, end of year	<u>\$ 602,484</u>	<u>\$ 565,337</u>

See Independent Auditors' Report and Notes to Financial Statements

THE BRIDGE HOUSE, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

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, 2015 and 2014 totaled \$620,696 and \$656,768 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, 2015 and 2014 totaled \$763,120 and \$775,567, 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, 2015 and 2014 the Organization had no permanently restricted net assets.

THE BRIDGE HOUSE, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

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 \$18,019 and \$29,773 for the years ended June 30, 2015 and 2014, 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, 2015 and 2014 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, 2015 and 2014 because all amounts were deemed collectable.

THE BRIDGE HOUSE, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

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, 2015 and 2014.

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, 2015 and 2014 the Organization had \$187,012 and \$170,032 in uninsured balance respectively.

THE BRIDGE HOUSE, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

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, 2015 and 2014, respectively. Contributions accounted for approximately 13% and 11% of the Organization's revenues for the years ended June 30, 2015 and 2014, 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>2015</u>	<u>2014</u>
Town of Plymouth, NH	\$700,000	\$700,000
Thrift Store start up funding	61,307	67,307
Veterans expenses	<u>1,813</u>	<u>-</u>
Total temporarily restricted net assets	<u>\$763,120</u>	<u>\$775,567</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, 2015 and 2014. 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, 2015 and 2014

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 2014, 2013, and 2012 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. Fair values of assets measured on a recurring basis at June 30 were as follows:

	<u>Fair Value</u>	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable Inputs (Level 2)
2015:			
Contracts receivable	<u>\$ 1,500</u>	<u>\$ -</u>	<u>\$ 1,500</u>
2014:			
Contracts receivable	<u>\$ 77,508</u>	<u>\$ -</u>	<u>\$ 77,508</u>

The fair market value of contracts receivable are estimated at the present value of expected future cash flows.

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, 2015 and 2014, 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 February 2, 2016, 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.

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE
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 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 year ended June 30, 2015 and 2014 our report dated February 2, 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
February 2, 2016

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 on Supplemental Information

THE BRIDGE HOUSE, INC
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2014

	<u>Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total</u>
Payroll	\$ 148,850	\$ 8,921	\$ 7,434	\$165,205
Payroll taxes	14,138	847	706	15,691
Fringe benefits	6,022	361	301	6,684
Total payroll and benefits	<u>169,010</u>	<u>10,129</u>	<u>8,441</u>	<u>187,580</u>
Professional fees	5,795	20,513	-	26,308
Telephone and internet	2,156	-	-	2,156
Office expense	6,666	741	-	7,407
Depreciation	26,796	2,977	-	29,773
Rent	1,250	-	1,960	3,210
Utilities	16,320	1,813	-	18,133
Common Area Charges	3,316	369	-	3,685
Maintenance and Repairs	6,522	725	-	7,247
Supplies	3,289	-	1,909	5,198
Vehicle expense	3,837	-	-	3,837
Travel, Training, and Conferences	2,009	-	-	2,009
Insurance	16,107	-	-	16,107
Criminal records search	96	-	-	96
Direct client services	5,947	-	-	5,947
Website & Marketing	8,762	973	-	9,735
Miscellaneous	3,514	-	-	3,514
TOTAL EXPENSES	<u>\$ 281,392</u>	<u>\$ 38,240</u>	<u>\$ 12,310</u>	<u>\$331,942</u>

THE BRIDGE HOUSE, INC.
FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
June 30, 2014 and 2013

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
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MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
The Bridge House, Inc
Plymouth, New Hampshire

We have audited the accompanying financial statements of The Bridge House, Inc. (a New Hampshire nonprofit corporation), which comprises the statements of financial position as of June 30, 2014 and 2013 and the related statements of activities and changes in net assets 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 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, 2014 and 2013, 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, PC

Rowley & Associates, P.C.
Concord, New Hampshire
January 15, 2015

THE BRIDGE HOUSE, INC
STATEMENTS OF FINANCIAL POSITION

June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
ASSETS		
CURRENT ASSETS		
Cash, unrestricted	\$ 565,337	\$ 511,881
Cash, restricted	75,567	-
Contracts receivable	77,508	14,850
TOTAL CURRENT ASSETS	<u>718,412</u>	<u>526,731</u>
FIXED ASSETS		
Building and improvements	892,477	833,680
Furnishings and equipment	72,893	70,670
Total Fixed Assets	<u>965,370</u>	<u>904,350</u>
Less accumulated depreciation	<u>(236,844)</u>	<u>(207,071)</u>
	<u>728,526</u>	<u>697,279</u>
TOTAL ASSETS	<u>\$ 1,446,938</u>	<u>\$ 1,224,010</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 4,547	\$ 2,520
Accrued payroll expenses	7,013	3,108
Accrued compensated absences	3,043	2,975
TOTAL CURRENT LIABILITIES	<u>14,603</u>	<u>8,603</u>
NET ASSETS		
Unrestricted net assets	656,768	515,407
Temporarily restricted net assets	775,567	700,000
TOTAL NET ASSETS	<u>1,432,335</u>	<u>1,215,407</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,446,938</u>	<u>\$ 1,224,010</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, 2014

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>TOTAL</u>
SUPPORT AND REVENUE			
State and Federal Contracts	\$ 185,074	\$ -	\$ 185,074
Grants	137,015	116,000	253,015
Contributions - Cash	12,082	50,000	62,082
Special Events	32,781	-	32,781
Fees	11,139	-	11,139
Interest	4,779	-	4,779
TOTAL SUPPORT AND REVENUE	<u>382,870</u>	<u>166,000</u>	<u>548,870</u>
Net assets released from donor imposed restrictions	<u>90,433</u>	<u>(90,433)</u>	<u>-</u>
EXPENSES			
Program Services	281,392	-	281,392
Management and general	38,240	-	38,240
Fundraising	12,310	-	12,310
	<u>331,942</u>	<u>-</u>	<u>331,942</u>
Increase in net assets	141,361	75,567	216,928
Net Assets, Beginning of year	<u>515,407</u>	<u>700,000</u>	<u>1,215,407</u>
Net assets, End of year	<u>\$ 656,768</u>	<u>\$ 775,567</u>	<u>\$ 1,432,335</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, 2013

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>TOTAL</u>
SUPPORT AND REVENUE			
State and Federal Contracts	\$ 127,137	\$ -	\$ 127,137
Grants	92,813	2,000	94,813
Contributions - Cash	55,049	13,581	68,630
Special Events	11,717	-	11,717
Fees	11,165	-	11,165
Interest	4,839	-	4,839
TOTAL SUPPORT AND REVENUE	<u>302,720</u>	<u>15,581</u>	<u>318,301</u>
Net assets released from donor imposed restrictions	<u>15,581</u>	<u>(15,581)</u>	<u>-</u>
EXPENSES			
Program Services	242,183	-	242,183
Management and general	26,193	-	26,193
Fundraising	13,303	-	13,303
	<u>281,679</u>	<u>-</u>	<u>281,679</u>
Increase in net assets	36,622	-	36,622
Net Assets, Beginning of year	<u>478,785</u>	<u>700,000</u>	<u>1,178,785</u>
Net assets, End of year	<u>\$ 515,407</u>	<u>\$ 700,000</u>	<u>\$ 1,215,407</u>

THE BRIDGE HOUSE, INC
STATEMENTS OF CASH FLOWS
For The Years Ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 216,928	\$ 36,622
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Increase in restricted cash	(75,567)	-
Change in Deferred revenue net of prior period adjustment	-	(104,562)
Depreciation	29,773	22,392
(Increase) decrease in Operating Assets		
Contracts receivable	(62,658)	100,312
Prepaid expenses	-	10
Decrease (increase) In Operating Liabilities		
Accounts payable	2,027	(6,639)
Accrued payroll	3,905	(1,034)
Accrued compensated absences	68	(311)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>114,476</u>	<u>46,790</u>
CASH FLOW FROM INVESTING ACTIVITIES		
Purchases of property and equipment	<u>(61,020)</u>	<u>(30,758)</u>
NET INCREASE IN UNRESTRICTED CASH	53,456	16,032
UNRESTRICTED Cash, beginning of year	<u>511,881</u>	<u>495,849</u>
UNRESTRICTED Cash, end of year	<u>\$ 565,337</u>	<u>\$ 511,881</u>

See Independent Auditors' Report and Notes to Financial Statements

THE BRIDGE HOUSE, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2014 and 2013

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, 2014 and 2013 totaled \$656,768 and \$515,407 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, 2014 and 2013 totaled \$775,567 and \$700,000, 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, 2014 and 2013 the Organization had no permanently restricted net assets.

THE BRIDGE HOUSE, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2014 and 2013

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 \$29,773 and \$26,975 for the years ended June 30, 2014 and 2013, 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, 2014 and 2013 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, 2014 and 2013 because all amounts were deemed collectable.

THE BRIDGE HOUSE, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2014 and 2013

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, 2014 and 2013.

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, 2014 and 2013 the Organization had \$170,032 and \$136,891 in uninsured balance respectively.

THE BRIDGE HOUSE, INC
NOTES TO FINANCIAL STATEMENTS
June 30, 2014 and 2013

NOTE 3. CONCENTRATION IN SUPPORT REVENUE

Government and private sector grants accounted for approximately 79% and 70% of the Organization's revenues for the years ended June 30, 2014 and 2013, respectively. Contributions accounted for approximately 11% and 14% of the Organization's revenues for the years ended June 30, 2014 and 2013, 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>2014</u>	<u>2013</u>
Town of Plymouth, NH	\$ 700,000	\$ 700,000
Thrift Store Start Up Funding	<u>75,567</u>	<u>-</u>
Net temporarily restricted net assets	<u>\$ 775,567</u>	<u>\$ 700,000</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, 2014 and 2013. 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, 2014 and 2013

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 2013, 2012, and 2011 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, 2014 and 2013 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, 2014 and 2013, 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 January 15, 2015, 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

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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 year ended June 30, 2014 and 2013 our report dated January 15, 2015, 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
January 15, 2015

THE BRIDGE HOUSE, INC
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2014

	<u>Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total</u>
Payroll	\$ 148,850	\$ 8,921	\$ 7,434	\$165,205
Payroll taxes	14,138	847	706	15,691
Fringe benefits	6,022	361	301	6,684
Total payroll and benefits	<u>169,010</u>	<u>10,129</u>	<u>8,441</u>	<u>187,580</u>
Professional fees	5,795	20,513	-	26,308
Telephone and internet	2,156	-	-	2,156
Office expense	6,666	741	-	7,407
Depreciation	26,796	2,977	-	29,773
Rent	1,250	-	1,960	3,210
Utilities	16,320	1,813	-	18,133
Common Area Charges	3,317	369	-	3,685
Maintenance and Repairs	6,522	725	-	7,247
Supplies	3,289	-	1,909	5,198
Vehicle expense	3,837	-	-	3,837
Travel, Training, and Conferences	2,009	-	-	2,009
Insurance	16,107	-	-	16,107
Criminal records search	96	-	-	96
Direct client services	5,947	-	-	5,947
Website & Marketing	8,762	974	-	9,735
Miscellaneous	3,514	-	-	3,514
TOTAL EXPENSES	<u>\$ 281,392</u>	<u>\$ 38,240</u>	<u>\$ 12,310</u>	<u>\$331,942</u>

THE BRIDGE HOUSE, INC
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2013

	<u>Program Services</u>	<u>Management & General</u>	<u>Fundraising</u>	<u>Total</u>
Payroll	\$ 131,178	\$ 7,862	\$ 6,552	\$145,592
Payroll taxes	10,860	651	542	12,053
Fringe benefits	9,668	579	483	10,730
Total payroll and benefits	<u>151,706</u>	<u>9,092</u>	<u>7,577</u>	<u>168,375</u>
Professional fees	5,556	11,204	-	16,760
Telephone and internet	1,503	-	-	1,503
Office expense	3,141	349	-	3,490
Depreciation	24,278	2,698	-	26,975
Rent	1,550	-	3,000	4,550
Utilities	13,344	1,483	-	14,827
Common Area Charges	3,317	369	-	3,685
Maintenance and Repairs	5,540	616	-	6,155
Supplies	4,275	-	1,756	6,031
Vehicle expense	4,328	-	-	4,328
Travel, Training, and Conferences	1,177	-	-	1,177
Insurance	12,269	-	-	12,269
Criminal records search	196	-	-	196
Direct client services	4,873	-	-	4,873
Website & Marketing	3,452	384	-	3,836
Miscellaneous	1,679	-	970	2,649
TOTAL EXPENSES	<u>\$ 242,183</u>	<u>\$ 26,193</u>	<u>\$ 13,303</u>	<u>\$281,679</u>

See Independent Auditors' Report and Notes to Financial Statements

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
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
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
Brett Miller	[REDACTED]	[REDACTED]	[REDACTED]	member 9/11-9/17
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	cathybentwood@gmail.com	603-536-7631		Executive Director
Holly Cormiea	bridgehouseinc@gmail.com	603-254-9848		House Manager

Catherine Bentwood RN

Qualifications:

Leadership experience with three non-profit agencies
N H Registered Nurse License# 034589-21
Proven record of building partnerships, collaborative networking
Skilled in physical/mental health care and patient education

Employment:

Jan 2009 - present Executive Director Bridge House Homeless Shelter

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 New Hampshire Charitable Foundation Lakes Region Leadership Award for work on ending homelessness for veterans

2012 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 Veteran's 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 state wide “Directors’ Unplugged” brainstorm

2009 - Lead BH “Green” Initiative

2008 - Talked Nick Mathis into invigorating The Teaching Gardens, now a town wide sustainable project

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

Refer/advocate for underserved patients

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 - Pitched in post Katrina in Louisiana with Alex Ray

1999 Delivered medicine/served as anti-sanction witness on international delegation, Baghdad, Iraq

Holly Cormier

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

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. Works collaboratively with outside agencies including but not limited to law enforcement, court, county attorney, schools, social service providers. Coordinates diverse relationship between victims/offenders. Provides case management for rehabilitation of offenders in community based correction model- mental health, vocational, educational and substance abuse. Documentation of all relevant information

Presents Prime for Life Drug and Alcohol education. Public speaking to promote Restorative Justice in communities.

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. Case management and supervision of offenders in community. Coordination of services for youthful offenders; mental health, community service, restitution. Facilitate restorative conferences between victims' offenders and community volunteers. Train new volunteers in Restorative Justice. Educate communities about restorative justice by providing consultations and presentations to community stakeholders. Collect data and prepare reports. Documentation of all relevant information As part of CADY- expanded RJ programming into Littleton and North Haverhill.

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. SYSC serves adjudicated delinquent youth who are committed to the facility for secure care and treatment as well as youth detained pending adjudication or interstate compact return. SYSC has 140+ full time and part time employees. As Administrator, I shared responsibility for various aspects of secure juvenile care and rehabilitative services including: educational, vocational, medical, treatment, food services, maintenance, transportation, and all facility operations, as well as the multi-million dollar budget.

New Hampshire Bureau of Drug and Alcohol Services 2007 to 2010

Coordinated community drug and alcohol treatment projects, maintained relations with governmental and private community service agencies and state operated facilities, and planned for the expansion of treatment services to enhance the continuum of care

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, as well as the establishment and monitoring of two multi-disciplinary treatment teams designed to assist juveniles with substance use and abuse issues

Coordinated release/parole programs for juvenile offenders after release from detention or placement, including the development of programs to assist local communities in resolving problems associated with juvenile offenders

Collected and analyzed data for trends and issues in delinquency and Children in Need of Services (CHINS) petitions for staff allocation and for enrolling service providers as necessary

Collaborated with other department units, state and local agencies including the courts, and Belknap County government to maximize response and service to juveniles, including partnering with Laconia Police Department to develop grants to reduce underage drinking and to reduce juvenile violence

Implemented federal mandates and DJJS policies and ensured compliance by staff on expected practice and procedures, and made policy recommendations as warranted for best practice

Monitored and evaluated court ordered services and residential placement expenditures

Provided monthly statewide on-call coverage for all after-hours emergencies affecting juveniles

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

Served as Director at Northern New Hampshire Youth Services, a thirteen bed female adolescent intermediate group home in Bethlehem, NH; Responsibilities included all hiring, coordination of psychosocial treatment and activities of residents, managing the operating budget, and supervision of twelve staff members

Assessment Experience:

Engaged in system-wide performance based assessment of all areas of operations at Sununu Youth Services Center.

Engaged in multi-year analysis of risk and protective factor assessments as performed by all NH JPPOs. Co-presented findings and recommendations to the DJJS Juvenile Justice Planning Group, to the Juvenile Probation and Parole Supervisors, and to all JPPOs in the state; Ohio Risk Assessment System (ORAS)

Adult Educator Experience:

Adjunct Professor at Springfield College of Human Services as requested over the last several years. Teaching undergraduate and graduate courses such as *Juvenile Justice; Restorative Justice; Crime and Deviancy; Race, Ethnicity, and Justice; Choice Theory and Lead Management; Ethics in Human Services; and Group Techniques and Dynamics*

Adjunct Professor at Hesser College Criminal Justice Department

Conducted numerous presentations and workshops to supervisors, youth, parents and community agencies on principles of Choice Theory and Lead Management, Restorative Justice

Facilitated “Co-Parenting through Divorce” series for Lake Region Community Council (United Way) and Whole Village Resource Center Plymouth NH

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

Worked with non-profit organizations to obtain funding to develop and implement Juvenile Restorative Justice Boards.

Collaborated with individuals from numerous agencies to help form the Belknap Juvenile Justice Initiative.

Mediation Experience:

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

Michael Doyle
(603)726 0153

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

Nancy Russell
Tel: 603-254-2255

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)

PATRICIA L. MURPHY

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: In this position I assist families / individuals that are homeless or sheltered struggling with budgeting, finding housing, finding employment, repairing budgets and criminal backgrounds.

July 1, 2016 to present: Homeless Prevention/Rapid Rehousing Specialist. Funded by Bridge House not ESG

I am responsible for data entry in HMIS and our in house ESG spreadsheet that keeps track of the dates of home visits, monetary assistance and progress.

I have assisted in facilitating “Getting Ahead in a just getting by world” 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

In this position I assist with departmental guidance for staff and others, to be available to answer questions and route critical issues, direct and answer questions regarding purchases, access people in the office, prioritize issues. Responsible for disseminating

information either routinely or at critical moments. I do accounts payable for the FRC, I am in charge of the maintenance of the unduplicated data count for the FRC which is used for grants, state records etc.

For the Family Resource Center Programs I am responsible for providing information and referral support to families on community resources both by telephone or at the center, input of state data and generate reports for the programs of the Family Resource Center, including, but not limited to; Early Supports and Services, Step Ahead, Parent education and community playgroups. I co-facilitate parent education classes, as well as, input our data into the NH State database and provide reports on Area Agency respite expenditures, organizing and filing of respite bills, tracking and monitoring program revenue and expenditures as requested for the ESS and Step Ahead programs.

Law Office of Gabriel Nizetic – 66 Highland Street, Plymouth NH 03264
Legal Assistant – June 2008 through March 2009

In this position I assisted two attorneys in preparation for arraignment and trials; I had direct contact with clients, police departments and attorneys; I used a Mac computer and all associated applications including Time Capsule and Excel. I assisted in the preparation of motions and pleadings, legal research and answering telephone inquiries, filing and general organization of the office. I also assisted in billing and collections for small claims cases.

*(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

In this position I assisted in processing criminal complaints into Odyssey; handled Assignments of Counsels; processing of all incoming documents into odyssey such as, motions, letters, and judge's orders; telephone calls; filing; as well as, direct contact with clients, attorneys and judges.

Plymouth Area Prosecutor's Office – 26 Green Street, Plymouth NH 03264
Administrative assistant - June 2004 through January 2008.

In the capacity of the Prosecutor's assistant, I did the following: We represented nine (9) police departments and in this capacity I assisted in the preparation and organizing of all files for arraignment and trial; prepared witness lists, assisted in preparing witnesses and officers for trial, Sent subpoenas and placed telephone calls to the police agencies, as well as other agencies including but not limited to NH State Laboratory, hospitals, 9-1-1

telecommunications; witnesses and victims; I assisted in criminal law research, as well as gathering all documents needed from the agencies to prepare for trial; I also assisted in the preparation of various trainings for the nine (9) police departments.

John J. McCormack, Law Office – Main Street, Ashland NH 03217

Paralegal- March 2003 through June 2004.

In this position I was responsible for assisting in preparing dui cases for trial, drafted motions; handled phone calls to and from clients, attorneys and the police agencies; I also assisted in the preparation of deeds, PA-34 and CD-57 forms, recording of deeds and titles at the Registry of Deeds, as well as assisted in preparing various real estate documents.

James N. Shepherd Law Offices- Main Street, Tilton NH 03276

Paralegal – January 1999 through March 2003

In this position I was responsible for preparing litigation cases for trial, drafted motions, pleadings and memorandum of law; conducted in-depth research; organized documents for trial regarding domestic cases, as well as criminal and juvenile matters. I assisted in preparing probate documents; I handled incoming and outgoing correspondences, ordered inventory; maintained office files; providing support through phone and direct interaction with clients, attorneys and clerks.

State of New Hampshire- Senators Edward M. Gordon, Fred King and Thomas Staywaz
Internship 1998 through 1999

Assisted in taking minutes during sessions, performed legal research and provided written summaries and research papers of same; assisted with phone calls, mailings to constituents. While in my intern status I completed my paralegal certification and was acknowledged by Senator Ned Gordon for my “outstanding work.” and was presented with a Resolution by the New Hampshire State Senate at graduation.

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

- **Justice of the Peace / Notary public**

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

SARA C. TRACY

~~Franklin, NH 03225 | P: 603-765-2242 | sara.tracy@gmail.com~~

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

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 Cormier	Asst Shelter Manager	\$35,360	50%	\$17,680
✓ Sara Tracy	Case Manager	\$33,280	50%	\$16,640
✓ Mike Doyle	Overnight Relief Staff	\$31,600	50%	\$15,800
✓ Nancy Russell	Relief Staff	\$24,960	50%	\$12,480
✓ Jay Apicilli	Therapist	\$7,800	50%	\$3,900
✓ Tricia Murphy	Homeless Outreach & Rapid Rehousing Coordinator	\$31,600	50%	\$15,800



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 Behap-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


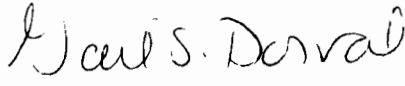
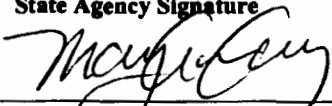
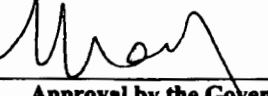
Subject: State Grant-In-Aid Funds Program

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 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 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. [unclear] 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: UB
Date: 7-10-15

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: CS
Date: 7-10-15

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.

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.



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
Total program amount \$280,000.00

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 Contractor's 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 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:

BRIDGE HOUSE INC

11-10-15
Date

CATHERINE BENTWOOD
Name:
Title: EXECUTIVE DIRECTOR

CB

11-10-15



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: BRIDGE HOUSE INC.

9-10-15
Date

CATHERINE BENOUD
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 BENWOOD
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 CPB

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 CS

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

Date 7-10-15



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:

BRIDGE HOUSE INC

11-10-15
Date

CATHERINE BENTON
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

- 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

BRIDGE HOUSE INC
Name of the Contractor

Mary Ann Conway
Signature of Authorized Representative

Catherine Bealwood
Signature of Authorized Representative

MARY ANN CONWAY
Name of Authorized Representative

CATHERINE BEALWOOD
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**



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

Maureen Ryan
Name: Maureen 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 Merriamack 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: [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 #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.

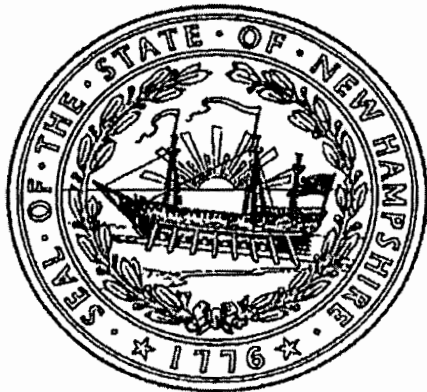
State of New Hampshire

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, Catherine Devaney, 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 May 10, 2017:
(Date)

RESOLVED: That the President of the Board of Trustees
(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 May, 2017.
(Date Contract Signed)

4. Joanne M. Gagnon is the duly elected President of the Board of Trustees
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Catherine Devaney
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 10th day of May, 2017.

By Catherine Devaney.
(Name of Elected Officer of the Agency)

Laura Scott
(Notary Public/Justice of the Peace)



Friends Program

FOUR PROGRAMS - ONE MISSION

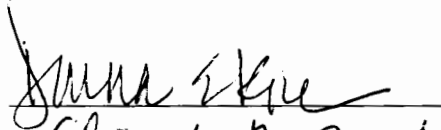
Serving Our Community Since 1975

For Board of Trustees Vote on May 10, 2017

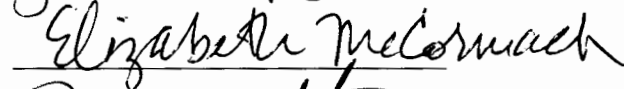
RESOLVED: That The Friends Program enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Services, Bureau of Homeless and Housing Services, concerning the following matter: New Hampshire Emergency Shelter Grant-In-Aid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

RESOLVED: That Joanne Gagnon, President, Board of Trustees, 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, she may deem necessary, desirable or appropriate.

Motion made by:



Seconded by:



Approved by:





CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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 E-MAIL ADDRESS: shartshorn@rowleyagency.com	FAX (A/C, No): (603) 224-8012													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <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: FirstComp Insurance Company</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 - Bedford		INSURER B: Hanover Insurance Co.	22292	INSURER C: FirstComp Insurance Company		INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 16-17 all lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL 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:			ZDV8880567	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
	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) \$
B	<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 \$			UHV888056805	10/1/2016	10/1/2017	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	N/A	WC0095888-07 3A States: NH Excluded Officer: Board of Directors	8/13/2016	8/13/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Covering operations of the named insured during the policy period.

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 Sara Hartshorn/CHH <i>Sara Hartshorn</i>
--	--

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- Our Programs
- Events
- Donate
- Volunteer
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- Sponsors

About Us

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0

Our Mission:

The Friends Program strengthens communities by building relationships that empower people, encourage community service, and restore faith in the human spirit - "Building Relationships... Restoring Hope."

Our Programs:

The Friends Program manages four separate programs that serve a number of New Hampshire communities:

Emergency Housing - Our family shelter, located in the south end of Concord, can house 8 homeless families daily.

Foster Grandparents - Foster Grandparent volunteers *(seniors) perform their service to children in Belknap, Carroll, Cheshire, Grafton, Hillsborough, Merrimack, Rockingham, Strafford, and Sullivan Counties

Retired and Senior Volunteer Program (RSVP) - RSVP volunteers provide a wide range of community services in Rockingham, Merrimack, Strafford, and Belknap Counties

Programs

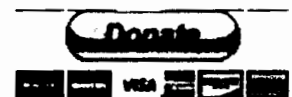
Emergency Housing

Foster Grandparent Program

Retired and Senior Volunteer Program (RSVP)

Youth Mentoring Program

Friends Sponsors



Financial Statements

THE FRIENDS PROGRAM, INC.

**FOR THE YEARS ENDED SEPTEMBER 30, 2015 AND 2014
AND
INDEPENDENT AUDITORS' REPORTS**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CPA CERTIFIED PUBLIC ACCOUNTANTS

THE FRIENDS PROGRAM, INC.

FINANCIAL STATEMENTS

SEPTEMBER 30, 2015 AND 2014

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To the Board of Trustees
The Friends Program, Inc.
Concord, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of The Friends Program, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of September 30, 2015, and the related statements of activities, cash flows and functional expenses 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 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, 2015, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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 Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, 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 November 11, 2015, on our consideration of The Friends Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Friends Program, Inc.'s internal control over financial reporting and compliance.

Report on Summarized Comparative Information

The 2014 financial statements of The Friends Program, Inc. were audited by a previous auditor. The previous auditor expressed an unmodified audit opinion on those audited financial statements in their report dated December 10, 2014. The summarized comparative information presented herein as of and for the year ended September 30, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Leane, Mc Donnell & Roberts
Professional Association

November 11, 2015
Wolfeboro, New Hampshire

THE FRIENDS PROGRAM, INC.

**STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
ASSETS		
CURRENT ASSETS		
Cash	\$ 125,346	\$ 242,727
Other receivables	114,166	153,624
Prepaid expenses	<u>20,478</u>	<u>22,202</u>
Total current assets	<u>259,990</u>	<u>418,553</u>
PROPERTY, PLANT AND EQUIPMENT		
Land	37,800	37,800
Buildings	237,633	237,633
Building improvements	450,511	439,525
Furniture, fixtures and equipment	<u>95,724</u>	<u>77,698</u>
Total property, plant and equipment	821,668	792,656
Less accumulated depreciation	<u>(589,619)</u>	<u>(565,474)</u>
Net property, plant and equipment	<u>232,049</u>	<u>227,182</u>
OTHER ASSETS		
Investments	425,480	437,489
Unemployment savings account	<u>48,313</u>	<u>44,897</u>
Total other assets	<u>473,793</u>	<u>482,386</u>
TOTAL ASSETS	<u>\$ 965,832</u>	<u>\$ 1,128,121</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 923	\$ 1,114
Accrued payroll and related taxes	58,459	61,215
Other accrued liabilities	41,029	39,040
Deferred revenue	31,852	21,321
Current portion of long-term debt	<u>5,667</u>	<u>5,667</u>
Total current liabilities	137,930	128,357
LONG TERM LIABILITIES		
Long-term debt, less current portion shown above	<u>27,198</u>	<u>35,100</u>
Total liabilities	<u>165,128</u>	<u>163,457</u>
NET ASSETS		
Unrestricted		
Unrestricted, undesignated	375,224	527,175
Unrestricted, board designated	<u>373,145</u>	<u>385,093</u>
Total unrestricted	<u>748,369</u>	<u>912,268</u>
Temporarily restricted	1,888	1,949
Permanently restricted	<u>50,447</u>	<u>50,447</u>
Total net assets	<u>800,704</u>	<u>964,664</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 965,832</u>	<u>\$ 1,128,121</u>

See Notes to Financial Statements

THE FRIENDS PROGRAM, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015</u>	<u>2014</u>
CHANGES IN NET ASSETS					
Support and Revenue					
Government grants					
Federal	\$ 778,770	\$ -	\$ -	\$ 778,770	\$ 799,937
State	182,754	-	-	182,754	172,763
United Way	83,217	-	-	83,217	122,602
Town and county income	143,256	-	-	143,256	142,104
Other grants	41,688	-	-	41,688	22,958
Contributions	372,696	-	-	372,696	431,665
Other revenue	11	-	-	11	1,518
Investment income (loss)	<u>(11,119)</u>	<u>-</u>	<u>-</u>	<u>(11,119)</u>	<u>44,300</u>
Total support and revenue	<u>1,591,273</u>	<u>-</u>	<u>-</u>	<u>1,591,273</u>	<u>1,737,847</u>
Net assets released from restrictions	<u>61</u>	<u>(61)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total support, revenue and net assets released from restriction	<u>1,591,334</u>	<u>(61)</u>	<u>-</u>	<u>1,591,273</u>	<u>1,737,847</u>
EXPENSES					
Program services					
Youth mentoring	243,992	-	-	243,992	240,567
Emergency housing	364,852	-	-	364,852	361,220
Foster grandparents	647,563	-	-	647,563	713,526
Retired senior volunteers	<u>336,338</u>	<u>-</u>	<u>-</u>	<u>336,338</u>	<u>267,051</u>
Total program services	<u>1,592,745</u>	<u>-</u>	<u>-</u>	<u>1,592,745</u>	<u>1,582,364</u>
Supporting activities					
Administrative	149,284			149,284	159,711
Fundraising	<u>15,439</u>	<u>-</u>	<u>-</u>	<u>15,439</u>	<u>26,929</u>
Total supporting activities	<u>164,723</u>	<u>-</u>	<u>-</u>	<u>164,723</u>	<u>186,640</u>
Total expenses	<u>1,757,468</u>	<u>-</u>	<u>-</u>	<u>1,757,468</u>	<u>1,769,004</u>
Loss from operations	<u>(166,134)</u>	<u>(61)</u>	<u>-</u>	<u>(166,195)</u>	<u>(31,157)</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>(163,899)</u>	<u>(61)</u>	<u>-</u>	<u>(163,960)</u>	<u>(28,922)</u>
NET ASSETS, BEGINNING OF YEAR, AS PREVIOUSLY STATED	912,268	1,949	50,447	964,664	955,456
PRIOR PERIOD ADJUSTMENT	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>38,130</u>
NET ASSETS, BEGINNING OF YEAR, AS RESTATED	<u>912,268</u>	<u>1,949</u>	<u>50,447</u>	<u>964,664</u>	<u>993,586</u>
NET ASSETS, END OF YEAR	<u>\$ 748,369</u>	<u>\$ 1,888</u>	<u>\$ 50,447</u>	<u>\$ 800,704</u>	<u>\$ 964,664</u>

See Notes to Financial Statements

THE FRIENDS PROGRAM, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (163,960)	\$ (28,922)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	24,145	25,025
Net loss (gain) on investments - realized and unrealized	30,210	(27,567)
Forgiveness of debts	(2,235)	(2,235)
(Increase) decrease in assets:		
Other receivables	39,458	2,090
Prepaid expenses	1,724	(2,125)
Unemployment savings account	(3,416)	(12,367)
Increase (decrease) in liabilities:		
Accounts payable	(191)	(642)
Accrued payroll and related taxes	(2,756)	17,609
Other accrued liabilities	1,989	3,991
Deferred revenue	10,531	608
	<u>(64,501)</u>	<u>(24,535)</u>
NET CASH USED IN OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	(18,201)	(133,118)
Proceeds from investments	-	86,598
Purchase of equipment	(29,012)	(1,800)
	<u>(47,213)</u>	<u>(48,320)</u>
NET CASH USED IN INVESTING ACTIVITIES		
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long-term debt	(5,667)	(5,667)
	<u>(5,667)</u>	<u>(5,667)</u>
NET CASH USED IN FINANCING ACTIVITIES		
NET DECREASE IN CASH	(117,381)	(78,522)
CASH, BEGINNING OF YEAR	<u>242,727</u>	<u>321,249</u>
CASH, END OF YEAR	<u>\$ 125,346</u>	<u>\$ 242,727</u>

See Notes to Financial Statements

THE FRIENDS PROGRAM, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Youth Mentoring	Emergency Housing	Foster Grandparents	Retired Senior Volunteers	Program Total	Administration	Fundraising	2015 Totals	2014 Totals
Payroll	\$ 141,932	\$ 231,352	\$ 169,604	\$ 169,349	\$ 712,237	\$ 57,030	\$ -	\$ 769,267	\$ 756,690
Salaries and wages	12,039	15,342	41,274	33,732	102,387	11,144	-	113,531	115,273
Employee benefits	10,165	17,087	12,105	12,118	51,475	4,184	-	55,659	53,519
Payroll taxes									
Other									
Professional fees and contracts	1,581	2,610	14,214	6,451	24,856	7,059	-	31,915	36,721
Supplies	1,015	1,515	1,725	4,806	9,061	9,599	-	29,509	19,089
Telephone	1,351	2,843	1,871	1,767	7,832	2,350	10,849	10,182	8,783
Postage and printing	966	52	2,339	1,449	4,806	(118)	4,590	9,278	11,409
Occupancy	11,673	32,509	16,204	15,265	75,651	19,557	-	95,208	88,430
Local transportation	307	-	5,642	5,354	11,303	-	-	11,303	14,218
Dues and subscriptions	150	97	-	40	287	1,917	-	2,204	1,844
Fundraising	-	-	-	-	-	-	-	-	26,929
Repairs and maintenance	900	1,200	150	150	2,400	15,702	-	18,102	277
Insurance	-	1,300	-	-	1,300	15,874	-	17,174	16,625
Recognition expenses	254	-	1,410	47	1,711	2,332	-	4,043	4,124
Advertising	-	50	-	-	50	-	-	50	3,706
Conferences	-	-	-	-	-	-	-	-	1,746
Staff development	-	420	-	60	480	-	-	480	785
In-kind expenses	60,739	37,414	37,708	82,950	218,811	-	-	218,811	199,596
Volunteer expenses	420	60	23,028	2,800	26,308	10	-	26,318	28,786
Stipends	-	-	320,289	-	320,289	-	-	320,289	355,428
Depreciation	500	21,001	-	-	21,501	2,644	-	24,145	25,025
	243,992	364,852	647,563	336,338	1,592,745	149,284	15,439	1,757,468	1,769,003
Total expenses before indirect allocation									
Allocation of indirect costs									
Support services	20,520	33,202	70,259	25,303	149,284	(149,284)	-	-	-
Total expenses	\$ 264,512	\$ 398,054	\$ 717,822	\$ 361,641	\$ 1,742,029	\$ -	\$ 15,439	\$ 1,757,468	\$ 1,769,003

See Notes to Financial Statements

THE FRIENDS PROGRAM, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2015 AND 2014**

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 Directors 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, 2015 and 2014, the Organization had no cash equivalents.

Investments

Investments consist of 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 payor, 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 both the years ended September 30, 2015 and 2014.

Property, Plant and Depreciation

The Organization capitalizes property, plant and equipment purchased at a cost 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:

Furniture, fixtures and equipment	5 - 7 years
Building improvements	15 - 20 years
Buildings	20 years

Depreciation expense for the year ended September 30, 2015 and 2014 amounted to \$24,145 and \$25,025, 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 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, 2015 and 2014, 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, 2014, 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 2011.

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.

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 11, 2015, the date the September 30, 2015 financial statements were available for issuance.

NOTE 2 OTHER RECEIVABLES

Other receivables consist of the following at September 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Town	\$ 1,550	\$ 1,550
Grants	<u>112,466</u>	<u>152,074</u>
Total other receivables	<u>\$ 114,016</u>	<u>\$ 153,624</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 (3.25% at September 30, 2015 and 2014). There was no outstanding balance at September 30, 2015 and 2014.

NOTE 4 TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes:

	<u>2015</u>	<u>2014</u>
Time restricted appreciation on endowment funds	<u>\$ 1,888</u>	<u>\$ 1,949</u>
Total temporarily restricted net assets	<u>\$ 1,888</u>	<u>\$ 1,949</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 UPMIFA requires the Organization to retain as a fund of perpetual duration. In accordance with GAAP, there were no deficiencies of this nature that are reported in unrestricted net assets as of September 30, 2015 and 2014.

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, 2015:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	<u>\$ -</u>	<u>\$ 1,888</u>	<u>\$ 50,447</u>	<u>\$ 52,335</u>
Endowment net assets, beginning of year	\$ -	\$ 1,949	\$ 50,447	\$ 52,396
Investment return:				
Investment income	-	3,963	-	3,963
Net appreciation (realized) and unrealized)	<u>-</u>	<u>(4,024)</u>	<u>-</u>	<u>(4,024)</u>
Total investment return:	<u>-</u>	<u>(61)</u>	<u>-</u>	<u>(61)</u>
Contributions	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Endowment net assets, End of year	<u>\$ -</u>	<u>\$ 1,888</u>	<u>\$ 50,447</u>	<u>\$ 52,335</u>

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>
Donor-restricted endowment funds	\$ -	\$ 1,949	\$ 50,447	\$ 52,396
Endowment net assets, beginning of year	\$ -	\$ -	\$ -	\$ -
Investment return:				
Investment income	-	639	-	639
Net appreciation (realized and unrealized)	-	1,310	-	1,310
Total investment return:	-	1,949	-	1,949
Contributions	-	-	50,447	50,447
Endowment net assets, End of year	\$ -	\$ 1,949	\$ 50,447	\$ 52,396

NOTE 6 LONG TERM DEBT

The long term debt consisted of the following at September 30, 2015 and 2014:

	<u>2015</u>	<u>2014</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.	\$ 12,750	\$ 18,417
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.	20,115	22,350
Total	32,865	40,767
Less current portion due within one year	(5,667)	(5,667)
Total long term debt	<u>\$ 27,198</u>	<u>\$ 35,100</u>

As part of the notes payables 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, 2015 and 2014.

The scheduled maturities of long term debt at September 30, 2015 were as follows:

<u>Year Ending September 30,</u>	<u>Amount</u>
2016	\$ 5,667
2017	5,667
2018	1,416
2019	-
2020	-
Thereafter	<u>20,115</u>
	<u>\$ 32,865</u>

NOTE 7 DEFERRED REVENUE

Deferred revenue consists of the following at September 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Town	\$ 6,092	\$ 6,092
Grants	<u>25,760</u>	<u>15,229</u>
Total deferred revenue	<u>\$ 31,852</u>	<u>\$ 21,321</u>

NOTE 8 CONCENTRATION OF RISK

The Organization received approximately 47% and 44% of its total support for the years ended September 30, 2015 and 2014, respectively, from the Corporation for National and Community Service. The Corporation for National and Community Service consisted of approximately 48% and 38% of other receivables at September 30, 2015 and 2014, 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 \$55,332 and \$53,661 for the years ended September 30, 2015 and 2014, respectively.

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

<u>Year Ending September 30</u>	<u>Amount</u>
2016	\$ 26,276
2017	176
2018	176
2019	<u>15</u>
Total	<u>\$ 26,643</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, 2015 and 2014:

	<u>2015</u>		<u>2014</u>	
	<u>Market Value</u>	<u>Historical Cost</u>	<u>Market Value</u>	<u>Historical Cost</u>
Investments				
Money market funds	\$ 91	\$ 91	\$ 91	\$ 91
Equity income funds	223,927	78,881	233,472	69,792
Growth and income funds	61,089	40,471	64,991	38,989
Growth funds	27,336	19,199	27,216	16,686
Balanced funds	52,290	55,004	52,351	51,041
Taxable bond funds	<u>60,747</u>	<u>46,444</u>	<u>59,368</u>	<u>45,292</u>
Total	<u>\$ 425,480</u>	<u>\$ 240,090</u>	<u>\$ 437,489</u>	<u>\$ 221,891</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>2015</u>	<u>2014</u>
Interest and dividends	\$ 12,888	\$ 13,466
Gain (loss) – realized and unrealized	<u>(24,896)</u>	<u>27,567</u>
	<u>\$ (12,008)</u>	<u>\$ 41,033</u>

There were no investment management fees for either year ended September 30, 2015 and 2014.

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, 2015 and 2014.

The table below segregates all financial assets and liabilities as of September 30, 2015 and 2014 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>2015</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Investments				
Money market funds	\$ 91	\$ -	\$ -	\$ 91
Equity income funds	223,927	-	-	223,927
Growth and income funds	61,089	-	-	61,089
Growth funds	27,336	-	-	27,336
Balanced funds	52,290	-	-	52,290
Taxable bond funds	<u>60,747</u>	<u>-</u>	<u>-</u>	<u>60,747</u>
Total investments at fair value	<u>\$ 425,480</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 425,480</u>

	<u>2014</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Investments				
Money market funds	\$ 91	\$ -	\$ -	\$ 91
Equity income funds	233,472	-	-	233,472
Growth and income funds	64,991	-	-	64,991
Growth funds	27,216	-	-	27,216
Balanced funds	52,351	-	-	52,351
Taxable bond funds	<u>59,368</u>	<u>-</u>	<u>-</u>	<u>59,368</u>
Total investments at fair value	<u>\$ 437,489</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 437,489</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 ADJUSTMENTS

The Organization did not record an asset for an unemployment savings account in previously issued financial statements, rather recording unemployment tax expense when deposits were made to the account. Management has determined that the balance in the unemployment tax account should have been recorded as an asset. As of September 30, 2014 the correction of this error created an asset in the unemployment savings account of \$44,897, decreased accrued unemployment tax by \$5,600 and lowered undesignated net assets by \$50,497.

<u>Statement of Financial Position</u>	<u>Balance as Previously Reported</u>	<u>Increase (Decrease)</u>	<u>Balances Restated</u>
Unemployment savings account	\$ <u> -</u>	\$ <u> 44,897</u>	\$ <u> 44,897</u>
Total assets	\$ <u>1,083,224</u>	\$ <u> 44,897</u>	\$ <u>1,128,121</u>
Accrued payroll and related taxes	\$ <u> 66,815</u>	\$ <u> (5,600)</u>	\$ <u> 61,215</u>
Total liabilities	<u> 169,057</u>	<u> (5,600)</u>	<u> 163,457</u>
Unrestricted, undesignated	<u> 476,678</u>	<u> 50,497</u>	<u> 527,175</u>
Total net assets	<u> 914,167</u>	<u> 50,497</u>	<u> 964,664</u>
Total net assets and liabilities	\$ <u>1,083,224</u>	\$ <u> 44,897</u>	\$ <u>1,128,121</u>

THE FRIENDS PROGRAM, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2015**

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE</u>	<u>FEDERAL CFDA NUMBER</u>	<u>PASS-THROUGH GRANTOR'S NAME AND NUMBER</u>	<u>FEDERAL EXPENDITURE</u>
<u>CORPORATION FOR NATIONAL AND COMMUNITY SERVICES</u>			
Foster Grandparent Program	94.011		\$ 601,087
Retired and Senior Volunteer Program	94.002		<u>150,712</u>
TOTAL CORPORATION FOR NATIONAL AND COMMUNITY SERVICES			<u>751,799</u>
<u>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</u>			
Supportive Housing Program	14.235	New Hampshire Department of Health and Human Services	<u>26,973</u>
TOTAL			<u>\$ 778,772</u>

See Notes to Schedule of Expenditure of Federal Awards

THE FRIENDS PROGRAM, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2015**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of The Friends Program, Inc. under programs of the federal government for the year ended September 30, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operation of The Friends Program, Inc., it is not intended to and does not present the financial position, change 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 OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

THE FRIENDS PROGRAM, INC.

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

To the Board of Trustees
The Friends Program, Inc.
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of The Friends Program, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of September 30, 2015, and the related statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 11, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered The Friends 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 financial statements, but not for the purpose of expressing an opinion on the effectiveness of The Friends Program, Inc.'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 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 The Friends 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 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 non-compliance 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, Mc Donnell & Roberts
Professional Association

November 11, 2015
Wolfeboro, New Hampshire

THE FRIENDS PROGRAM, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR
EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

To the Board of Trustees
The Friends Program, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited The Friends Program, Inc.'s (A New Hampshire nonprofit organization) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of The Friends Program, Inc.'s major federal programs for the year ended September 30, 2015. The Friends 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 The Friends 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 OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about The Friends 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 The Friends Program, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, The Friends 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 September 30, 2015.

Report on Internal Control Over Compliance

Management of The Friends 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 The Friends 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 OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of The Friends 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 OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*Leane, Mc Donnell & Roberts
Professional Association*

November 11, 2015
Wolfeboro, New Hampshire

THE FRIENDS PROGRAM, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2015

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of The Friends Program, Inc.
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 The Friends Program, Inc., which are 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 disclosed during the audit are reported the *Independent Auditors' Report on Compliance for each Major Program and on Internal Control over Compliance Required by OMB Circular A-133*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for The Friends Program, Inc. expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with Section 510(a) of OMB Circular A-133 are reported in this schedule
7. The program tested as major programs include: Corporation for National and Community Service, Foster Grandparent Program, CFDA #94.011.
8. The threshold for distinguishing Type A and B programs was \$300,000.
9. The Friends Program, Inc. 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

Residence/Preferred E-Mail	Professional Affiliation	Committee	Term Ends
Jason LaCombe [REDACTED]	Principal SMP Architecture 30 So. Main Street, Building Two Concord, NH 03301 Tel: 228-8880	Program	2020
Elizabeth McCormack [REDACTED]	Attorney New Hampshire Dept. of Justice 33 Capitol Street Concord, NH 03301 Tel: 271-3658	<i>Secretary</i> Development Personnel Executive	2017
Friedrich "Fritz" Moeckel [REDACTED]	Attorney Tarbell & Brodich PA 45 Centre Street Concord, NH 03301 Tel. 226-3900	Program	2018
Laura Miller [REDACTED]	Owner New England Marketplace 7 North Main Street Concord, NH 03301 Tel: 227-6297	Program	2026
Beth Moore [REDACTED]	Social Worker Kearsarge Middle School North Sutton, NH 03260 Tel. 927-2107	Program	2018
Donna Rice [REDACTED]	Commercial Realtor and Business Manager Premiere Properties 255 South Main Street Concord, NH 03301 Tel: 224-3373	Development Co-Chair Personnel Nominating Executive	2019
Ilene Stern [REDACTED]	Audiologist-Retired	Development	2019

Residence/Preferred E-Mail	Professional Affiliation	Committee	Term Ends
Angela Strozewski 	Senior Vice President Operations Officer New Hampshire Mutual Bancorp 89 No. Main Street Concord, NH 03301 Tel. 223-2691	Program	2017
Jerome K. Madden 	Executive Director Friends Program 202 N. State Street Concord, NH 03301 Tel: 228-7603	<i>Executive Director</i>	

Lorrie Brown

30 Thompson St.
Concord, NH 03301
Phone: (603) 228-1462

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.

Arolyn A. Chappell
Friends Emergency Housing Program
30 Thompson Street
Concord NH 03301
228-1462

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

11/07-02/08

Greenfeild, NH 03047

- 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

Brooke E. Noonan
30 Thompson Street Concord, NH 03301
Phone (603) 228-1462 bnoonan@friendsprogram.org.com

Summary of qualifications

- Excellent communication skills; adept at conflict resolution; confident in ability to learn new tasks
- Ability to sustain high levels of energy, enthusiasm and work product for extended periods of time; has established and maintained quality standards for self and others in daily work responsibilities
- Ability to effectively manage multiple complex tasks/problems and distinguish between importance and urgency when prioritizing; acts to resolve issues before they escalate into larger concerns
- Dependable and self-motivated; can be relied upon to work alone or in team setting
- Proficiency with administrative software and custom database (financials, evaluation, grant monitoring), desktop publishing, Microsoft office applications, and Google programs

Work History

10/14 - present *PT Receptionist – Saturday only position*
The New Hampshire Historical Society, Concord, NH

Reception responsibilities include working directly with visitors and researchers, answering multi-line phone system, completing projects as assigned (including entry into Blackbaud database), operation of office equipment, operation and reconciliation of POS system, and other duties as assigned.

10/11 - present *Case Manager – Emergency Housing Program*
The Friends Program, Concord, NH

Case Management responsibilities include working directly with 8-10 families to develop individual case plans aimed at achieving goals of securing stability in housing and daily living skills. Special focus on parenting, health, recovery, education, vocation, transportation, and financial management.

11/06 – 03/14 *Program Director – Youth Mentoring Program*
The Friends Program, Concord, NH

Oversight and direction of Youth Mentoring program operations and project development; case management; volunteer recruitment, training, screening, recognition and retention activities; community networking, including DCYF and DJJS; events coordination; establish, maintain and support ongoing and open communication with children, families and youth and “matched” mentors; data management and reporting; staff supervision; oversight of 175 adult volunteers annually; survey and outcome evaluation; seeking and composing grants.

2/02- 10/06 *Program Coordinator – Youth Mentoring Program*
The Friends Program, Concord, NH

Case management, volunteer recruitment, training, screening, support and retention of mentors; matching adult mentors to disadvantaged youth; community networking, including DCYF and DJJS; family and child communication; referral intake and data management; and development of quarterly newsletter.

6/01-1/02 Self-employed Child Care Provider

6/00- 4/01 Bridal Consultant, Cassie’s Bridal & Gift Shop, Concord, NH

8/99- 5/00 Infant/Toddler Teacher, NH Odd Fellows Home, Concord, NH

Education

- 2000 New Hampshire Technical Institute, Concord, NH
Associate of Arts and Science
Deans List- Honor Student- Phi Theta Kappa Member
Related Course work: Human Services, Ethics, Psychology, and Sociology
- Current Enrolled in Southern NH University- Bachelor's in Communications with concentration in
Healthcare Management- expected graduation date December 2016
- 2016 Mental Health First Aid- certified
- 2015 Nonviolent Crisis Intervention- CPI certified, 2015
- 2004 – 2012 Casey Family Services Diversity Journey Conference
- 2004 -2010 NH Governor's Conference on Volunteerism
- 2011-2016 NH Bureau of Homeless and Housing Annual Conference
- 2002-2016 Participation in multiple professional development opportunities (avg. 20 hrs. annually), topics included:
- | | | |
|---------------------------|----------------------|-------------------------|
| Volunteer management | Adolescent behaviors | Mental Health first aid |
| Substance abuse/addiction | Ethics in workplace | Crisis prevention |
| Poverty | Diversity | |
| Best Practice Standards | Risk Management | |
| Grant writing | Media Relations | |
| Children & Trauma | | |
- 2014 First Aid- CPR Certified Expires November 2016

Volunteerism

CATCH Neighborhood Housing, Board Member presently
Mayor's Task Force against Racism and Intolerance, Festival Committee Member 2011
BSA/Cub Scout Program, Den Leader/committee member, 2007-2010
Rural Families Economic Success/Casey Family Services, 2005-2009

References

Arolyn King
Supervisor
Director of Emergency Housing
(C) 603-464-9890
(W) 228-1462

Sue Cassidy-Lyon
Colleague
(C) 759-3745
(W) 228-1193

Sue Withers
Former Colleague
(H) 603-715-5757

NANCY M. PAUL

30 Thompson Street • Concord, NH 03301 • (603) 228-0140 • 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

Interim Executive Director, April 2017- Present

- Manage day-to-day operations of human services agency with four programs
- Oversee leadership team of 5 responsible for 16 additional full-time and part-time staff

Director of Senior Programs, January 2016 - Present

- 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
- Identify and promote best practices among global volunteer leaders
- 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

NANCY M. PAUL

30 Thompson Street • Concord, NH 03301 • (603) 228-0140 • npaul@friendsprogram.org

- Supervise day-to-day work of Partner Services team
- 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*
- Serve as subject matter expert in development of new registration and event management system

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
- Update and review program operator agreements annually

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
- Recruit and educate individuals and teams of volunteer fundraising walkers for WalkAmerica events
- 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
- Serve as a primary point of contact and resource for individuals volunteering for March of Dimes fundraising opportunities

THE ENGINEERING CENTER – BOSTON, MA

Administrative Manager, October 2001 – July 2003

- Oversee membership initiative programs for a trade association and a professional society
- Create content and oversee production of all marketing collateral and communication associated with events and membership
- 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
- Coordinate publicity and educational outreach for Construction Career Days with Massachusetts Department of Education
- Facilitate annual event including luncheon for 500, seminars and a career fair with Engineers Week – Boston Committee

Membership Coordinator, November 1999 – October 2001

- Coordinate membership initiative programs for a trade association and a professional society
- Manage event logistics for annual lobbying day and annual banquet for 400 with legislators and civic leaders as keynote speakers
- Develop monthly newsletter and annual operations manual, including editing, proofreading and production oversight

NANCY M. PAUL

30 Thompson Street • Concord, NH 03301 • (603) 228-0140 • npaul@friendsprogram.org

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

SKILLS

- Highly proficient with Microsoft Word, Excel, PowerPoint
- Filemaker Pro, Access and other database programs
- Accomplished at leading online sessions with Citrix GoToMeeting and GoToWebinar
- Adept at using social media, Skype and Jing

The Friends Emergency Housing Program

Key Personnel (05.10.2017)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Nancy Paul	Interim Executive Director	\$50,150	0%	\$0
Arolyn King	Program Director	\$45,000	100%	\$48,000
Lorrie Brown	Program Coordinator	\$33,669	100%	\$33,675
Brooke Noonan	P/T Case Manager	\$33,103	100%	\$33,103

(Chappell)

4/12



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.

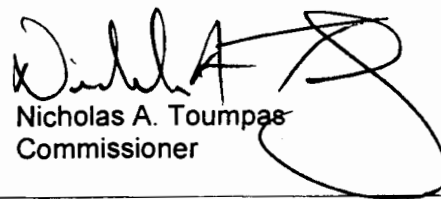
Area Served: Statewide

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

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 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	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

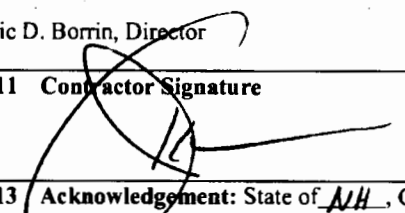
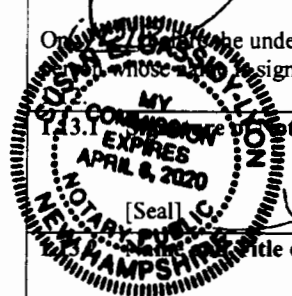
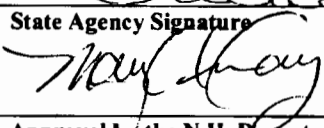
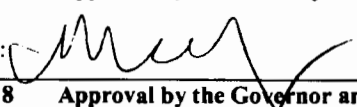
Subject: State Grant-In-Aid Funds Program

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 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. Borrin, 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 Acknowledgment: State of <u>NH</u> , County of <u>MERRIMACK</u> On this day, 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-Lyons</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 CARY 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: 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

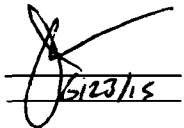
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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.

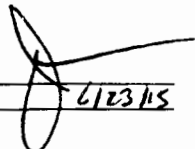
22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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.

Contractor Initials:

Date:


6/23/15



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.

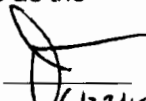

12/31/15



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.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.



6/23/15



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 \$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
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Total program amount	\$417,454.00
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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.


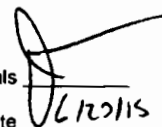

6/23/15



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.


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 Contractor's 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 6/23/15



- 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.

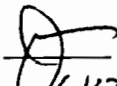
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the 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


Date 06/23/14



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


Date 6/23/14



- 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.

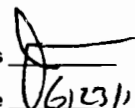
PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth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


6/23/15



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


6/23/15

New Hampshire Department of Health and Human Services
Exhibit D



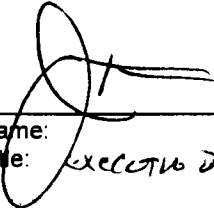
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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):

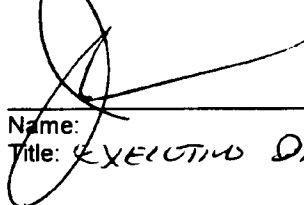
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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


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 (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.

6/27/15
Date

Contractor Name:


Name: _____
Title: EXECUTIVE DIRECTOR

Contractor Initials


Date 6/23/15



**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

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

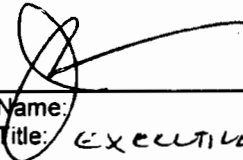
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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

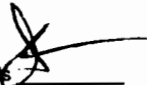
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Date 6/23/15



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.

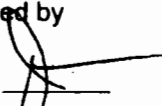

6/23/14



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

3/2014

Contractor Initials

Date

A handwritten signature in black ink, appearing to be "G/23/16", written over a horizontal line. Below the line, the date "6/23/16" is handwritten.



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.

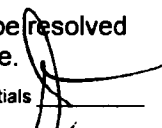

Date 6/23/15



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) 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 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. MADON
 Name of Authorized Representative
EXECUTIVE DIRECTOR
 Title of Authorized Representative
6/23/15
 Date

Contractor Initials [Signature]
 Date 6/23/15



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.

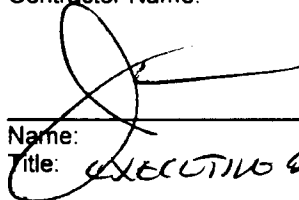
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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:

6/23/15
Date


Name: _____
Title: EXECUTIVE DIRECTOR

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. Miron, CEO</u>	Amount: <u>88,855</u>
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



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

Maura Ryan
Name: Maura Ryan
Title: Director

The Front Door Agency, Inc.

5/10/17
Date

Maryse Wirbal
Name: Maryse Wirbal
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: _____

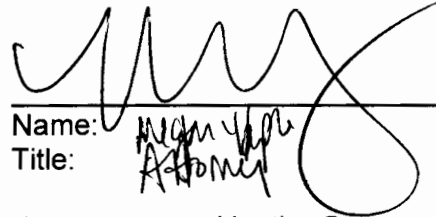
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



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: William J. Shaheen
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.

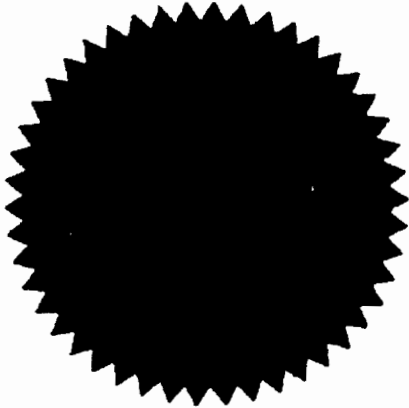
7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 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.

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

Business Information

Business Details

Business Name:	THE FRONT DOOR AGENCY, INC.	Business ID:	108359
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	02/06/1987	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	02/06/1987		
Principal Office Address:	7 Concord Street, Nashua, NH, 03064, USA	Mailing Address:	7 Concord St, Nashua, NH, 03060, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	mwirbal@frontdooragency.org	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / A COMMUNITY SERVICE OUTREACH PROGRAM FOR RESIDENTS OF NASHUA	

Page 1 of 1, records 1 to 1 of 1

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.
(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 5/10/17:
(Date)

RESOLVED: That the Maryse Wirbel
(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 May, 2017.
(Date Contract Signed)

4. Maryse Wirbel is the duly elected CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Suzanne Beaubien
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 10 day of May, 2017.

By Maryse Wirbel
(Name of Elected Officer of the Agency)

Cindy Enright
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: CINDY ENRIGHT, Notary Public
My Commission Expires June 5, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2017

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 Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061	CONTACT NAME: Cathy Beauregard PHONE (A/C, No., Ext): 603-689-7229 E-MAIL ADDRESS: cbeauregard@eatonberube.com	FAX (A/C, No): 603-886-4230
	INSURER(S) AFFORDING COVERAGE	
INSURED NASPA1 The Front Door Agency Inc 7 Concord Street Nashua NH 03064	INSURER A : Hanover Insurance	
	INSURER B : AmTrust Group	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 89869824 **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.

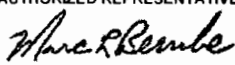
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZBV9151600	5/5/2017	5/5/2018	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 \$1,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZBV9151600	5/5/2017	5/5/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	TWC3625903	5/5/2017	5/5/2018	<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
A	Management Liab Claims Made			LHV9132930	5/5/2017	5/5/2018	D&O \$1,000,000 EPL \$1,000,000 Fiduciary \$1,000,000

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.
Retentions on Management Liability: D&O \$2,500; EPL \$5,000; Fiduciary \$500.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Dept 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 
--	---

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**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, 2016

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For The Year Ended June 30, 2016

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P.A., Certified Public Accountants

Independent Auditors' Report

To The Board of Directors
The Front Door Agency, Inc.
Nashua, New Hampshire

We have audited the accompanying financial statements of The Front Door Agency, Inc., which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

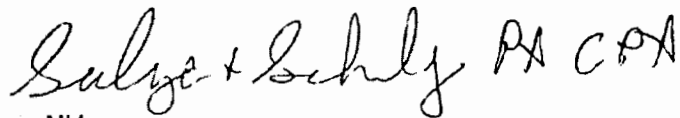
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or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

451 Amherst St.
Nashua, N.H. 03063
(603) 886-1900

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Front Door Agency, Inc. as of June 30, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in cursive script that reads "Salvo + Schly PA CPA". The signature is written in black ink and is positioned above the typed name and date.

Nashua, NH
November 9, 2016

THE FRONT DOOR AGENCY, INC.

STATEMENT OF FINANCIAL POSITION

June 30, 2016

ASSETS	
<u>CURRENT ASSETS</u>	
Operating cash and cash equivalents	\$ 354,482
Endowment marketable securities	556,797
Promises to give	33,918
Endowment promises to give, net of a \$5,000 allowance for bad debt	5,817
HHARLF - client receivables (Note F)	19,752
HSGP - client receivable (Note G)	120,311
HSGP - state receivables (Note G)	1,878
RLF - client receivables (Note H)	1,173
Other current assets	4,120
	<u>1,098,248</u>
<u>PROPERTY & EQUIPMENT</u>	
Land, building & improvements	2,016,148
Leasehold improvements	56,941
Equipment and furniture	41,025
	<u>2,114,114</u>
Less accumulated depreciation	(758,115)
	<u>1,355,999</u>
<u>OTHER ASSETS</u>	
Cash restricted	<u>37,854</u>
	<u>\$ 2,492,101</u>
LIABILITIES AND NET ASSETS	
<u>CURRENT LIABILITIES</u>	
Notes payable, current portion	\$ 7,477
Accounts payable	15,703
Accrued payroll and payroll taxes	7,298
Security deposits	9,924
Deferred revenue	28,250
HHARLF vouchers outstanding	9,075
HSGP vouchers outstanding	162,939
	<u>240,666</u>
NOTES PAYABLE, net of current portion	<u>983,658</u>
<u>NET ASSETS</u>	
Unrestricted	911,510
Temporarily restricted	65,852
Permanently restricted	290,415
	<u>1,267,777</u>
	<u>\$ 2,492,101</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE FRONT DOOR AGENCY, INC.
STATEMENT OF ACTIVITIES
For The Year Ended June 30, 2016

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
REVENUE AND SUPPORT				
Grant income	\$ 331,682	\$ 26,778	\$ -	\$ 358,460
Fundraising events	234,550	-	-	234,550
Less: Cost of direct benefit to donor	(18,103)	-	-	(18,103)
Contributions	169,508	-	1,500	171,008
Investment income (Note L)	11,829	-	-	11,829
Rental income	152,897	-	-	152,897
Santa fund income	-	29,717	-	29,717
Miscellaneous income	4,617	-	-	4,617
In kind donations	45,125	-	-	45,125
Cancellation of debt	53,984	-	-	53,984
Net assets released from restrictions:				
Satisfaction of time	19,000	(19,000)	-	-
Satisfaction of purpose	33,911	(33,911)	-	-
Total Revenue and Support	<u>1,039,000</u>	<u>3,584</u>	<u>1,500</u>	<u>1,044,084</u>
EXPENSES				
Program services:				
Transitional Housing	490,101	-	-	490,101
Direct Services	270,544	-	-	270,544
Administration	95,771	-	-	95,771
Fundraising	121,400	-	-	121,400
Total Expenses	<u>977,816</u>	<u>-</u>	<u>-</u>	<u>977,816</u>
Increase in Net Assets	61,184	3,584	1,500	66,268
NET ASSETS, Beginning of Year	<u>850,326</u>	<u>62,268</u>	<u>288,915</u>	<u>1,201,509</u>
NET ASSETS, End of Year	<u>\$ 911,510</u>	<u>\$ 65,852</u>	<u>\$ 290,415</u>	<u>\$ 1,267,777</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE FRONT DOOR AGENCY, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2016

	PROGRAM SERVICES					Total
	Transitional Housing	Direct Services	Total Program	Administration	Fundraising	
Salaries and wages	\$ 189,766	\$ 79,955	\$ 269,721	\$ 50,394	\$ 74,563	\$ 394,678
Payroll taxes	14,580	6,129	20,709	3,809	5,685	30,203
Employee benefits	18,895	9,802	28,697	6,657	6,312	41,666
Education, community involvement & travel	643	170	813	1,738	446	2,997
Bank charges	760	29	789	469	742	2,000
Rent and utility expense	62,380	6,720	69,100	3,360	3,360	75,820
Telephone and communication	7,736	2,782	10,518	1,412	1,391	13,321
Building maintenance	36,221	1,312	37,533	1,915	1,015	40,463
Insurance	14,022	-	14,022	3,057	-	17,079
Professional fees	1,693	780	2,473	2,427	2,092	6,992
Audit fees	-	-	-	8,923	-	8,923
Office expense	4,256	3,836	8,092	9,873	3,481	21,446
Public relations	-	-	-	-	869	869
Interest expense	12,812	-	12,812	-	-	12,812
In kind interest expense	45,123	-	45,123	-	-	45,123
Miscellaneous expense	3,054	-	3,054	321	-	3,375
Bad debts	-	5,726	5,726	-	-	5,726
Fundraising expense	-	-	-	-	21,444	21,444
Direct assistance:						
Holiday/Santa fund program	-	33,692	33,692	-	-	33,692
Rental assistance	-	94,825	94,825	-	-	94,825
Utility assistance	52	16,743	16,795	-	-	16,795
Stability assistance	-	5,570	5,570	-	-	5,570
Medical and dental	1,240	-	1,240	-	-	1,240
Transportation	342	414	756	-	-	756
Child care	625	143	768	-	-	768
School supplies	3,902	-	3,902	-	-	3,902
Financial literacy	-	1,068	1,068	-	-	1,068
Miscellaneous	1,278	848	2,126	-	-	2,126
Total Expenses Before Depreciation	419,380	270,544	689,924	94,355	121,400	905,679
Depreciation	70,721	-	70,721	1,416	-	72,137
Total Expenses	\$ 490,101	\$ 270,544	\$ 760,645	\$ 95,771	\$ 121,400	\$ 977,816

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE FRONT DOOR AGENCY, INC.
STATEMENT OF CASH FLOWS
For The Year Ended June 30, 2016

Cash flow provided by (used in) operating activities	
Increase in net assets	\$ 66,268
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation	72,137
Bad debt expense	5,726
Cancellation of debt	(53,984)
Grant for fixed asset purchase	(22,200)
Unrealized loss on investments	9,762
Realized loss on investments	2,577
Endowment contribution	(1,500)
Donated stock	(3,250)
Change in assets and liabilities:	
Increase in promises to give	(5,298)
Decrease in other client receivable	470
Increase in other current assets	(2,627)
Decrease in accounts payable	(2,713)
Increase in accrued payroll and taxes	7,298
Decrease in deferred income	(3,401)
Net cash provided by operating activities	<u>69,265</u>
Cash flow provided by (used in) investing activities	
Proceeds from sale of investments	18,175
Purchase of investments	(2,799)
Reinvested dividends	(24,168)
Increase in cash restricted	(286)
Collection of endowment promise to give	5,750
Purchase of fixed assets	(28,123)
Decrease in security deposits	(406)
Net cash used in investing activities	<u>(31,857)</u>
Cash flow provided by (used in) financing activities	
Principal payments of long-term debt	(6,716)
Increase in HSGP - client receivable	(13,133)
Decrease in HSGP - state receivables	1,388
Increase in HSGP vouchers outstanding	10,956
Increase in HHARLF - client receivables	198
Decrease in HHARLF vouchers outstanding	(3,165)
Net cash used in financing activities	<u>(10,472)</u>
Net increase in cash and cash equivalents	26,936
Cash and cash equivalents, Beginning of Year	<u>327,546</u>
Cash and cash equivalents, End of Year	<u>\$ 354,482</u>
SUPPLEMENTAL INFORMATION	
Interest paid	<u>\$ 12,812</u>

The Accompanying Notes Are An Integral Part
of These Financial Statements.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2016

NOTE A. NATURE OF ORGANIZATION

The Front Door Agency, Inc. was established to offer support and provide services to assist individuals and families transition from crisis to self-sufficiency. Its community service outreach program is made available to residents of Nashua, New Hampshire and its surrounding towns. It provides housing-related supportive services including; rental and utility assistance, extensive transitional housing services, security deposit loans, and other housing related needs. In addition, it provides assistance with transportation, medical and dental care, food, and with the holidays. It also offers a comprehensive financial literacy program.

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Method

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred.

Non-cash Contributions

Contributions of donated non-cash assets are recorded at their fair value in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Promises to Give

Contributions are recognized when the donor makes a promise to give to the Agency that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Financial Statement Presentation

The Agency reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2016

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by donor.

Temporarily and permanently restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Agency or the passage of time, or are permanent in nature. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Agency considers all unrestricted, highly-liquid investments with an initial maturity of three months or less, to be cash equivalents.

Investment Securities

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets.

Property and Depreciation

Property is recorded at cost (or fair market value if donated) and is depreciated using the straight-line method over estimated useful lives as follows:

<u>Description</u>	<u>Life</u>
Building and improvements	4-27
Leasehold improvements	4-10
Equipment & furniture	3-7

Allowance Method

The Agency uses the allowance method to account for bad debts. The allowance is based on prior years' experience and management's analysis of specific promises to give. An allowance for bad debts of \$5,000 was required for the year ended June 30, 2016.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2016

NOTE B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Revenue

Deferred revenue of \$28,250 consists of sponsorships for future events.

Functional Allocation of Expenses

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

Use of Estimates

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

Income Taxes

The Agency is exempt from federal income taxes pursuant to the Internal Revenue Code Section 501(c)(3).

The Agency's income tax filings are subject to audit by various taxing authorities. At June 30, 2016, the Agency's open audit periods included periods ended June 30, 2013 through 2016. The Agency believes it has met all the requirements to maintain its not-for-profit status and does not have any unrelated business income which would result in taxable income. It is the Agency's policy to expense when paid any interest and penalties associated with its income tax obligations.

NOTE C. CASH RESTRICTED

As a requirement of some of the mortgages, segregated annual contributions are required and will be used for capital improvements subject to the approval of mortgagor.

NOTE D. NET ASSETS

Unrestricted, temporarily restricted and permanently restricted net assets include the following at June 30, 2016:

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2016

NOTE D. NET ASSETS (Continued)

Unrestricted Net Assets:	
Board designated endowment funds	\$ 272,199
Unrestricted operating funds	<u>639,311</u>
	<u>\$ 911,510</u>
Temporarily Restricted Net Assets:	
Santa fund	\$ 39,074
Renovations	7,778
Program	<u>19,000</u>
	<u>\$ 65,852</u>
Permanently Restricted Net Assets:	
Donor-restricted endowments funds	<u>\$ 290,415</u>

NOTE E. ENDOWMENTS

Endowment assets included the following at June 30, 2016:

Cash	\$ -
Marketable securities	556,797
Promises to give, net of a \$5,000 reserve	<u>5,817</u>
Total	<u>\$ 562,614</u>

Marketable securities with a cost of \$508,450 and an unrealized gain of \$48,347 are presented above at market value.

The Agency's endowment investments include donor-restricted endowment funds and funds designated by the board of directors to function as endowments. Endowments provide funding to supplement essential program budgets, implement new programs, enhance existing programs, and to fund capital needs.

Net assets associated with endowment funds are classified as unrestricted, temporarily restricted or permanently restricted based on the existence or absence of donor-imposed restrictions as required by accounting principles generally accepted in the United States of America.

The fair value of donor-restricted endowment gifts is classified as permanently restricted in accordance with the Agency's interpretation of the Uniform Prudent Management of Institutional Funds Act enacted in New Hampshire on July 1, 2008.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2016

NOTE E. ENDOWMENTS (Continued)

Endowment net asset composition by type of fund consists of the following as of June 30, 2016:

Endowment Funds	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted	\$ -	\$ -	\$ 290,415	\$ 290,415
Board-designated	272,199	-	-	272,199
	<u>\$ 272,199</u>	<u>\$ -</u>	<u>\$ 290,415</u>	<u>\$ 562,614</u>

Changes in endowment net assets for the year ended June 30, 2016, were as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets June 30, 2015	\$ 280,436	\$ -	\$ 288,915	\$ 569,351
Investment return:				
Interest & Dividends	24,168	-	-	24,168
Unrealized losses	(9,762)	-	-	(9,762)
Realized losses	(2,577)	-	-	(2,577)
Fees	(66)	-	-	(66)
Withdrawal	(20,000)	-	-	(20,000)
Endowment contributions	-	-	1,500	1,500
Endowment net assets June 30, 2016	<u>\$ 272,199</u>	<u>\$ -</u>	<u>\$ 290,415</u>	<u>\$ 562,614</u>

Return Objectives, Risk Parameters, Strategies and Spending Policy

The Agency has adopted investment policies designed to provide a reasonable stream of income that will rise with inflation to fund activities as listed above.

The primary total return objective is to exceed the long-term rate of inflation, as measured by the CPI, by 3%. Investment policies also provide for diversification, and stipulate asset mix between equities, fixed income securities and cash.

The Agency's spending policy is to appropriate up to 7% of the average market value of the endowment fund annually from temporarily and unrestricted funds while maintaining the donor-imposed permanent restriction.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2016

NOTE F. HOMELESS HOUSING AND ACCESS REVOLVING LOAN FUND (HHARLF) – CLIENT RECEIVABLES

The Homeless Housing and Access Revolving Loan Fund provides guarantees of rental security deposits and/or first month's rent to eligible persons. A voucher is issued to the landlord for the client's security deposit and cash is advanced for the first month's rent. The client is responsible for making monthly payments toward the security deposit and/or first month's rent to the Agency. When the security deposit is paid in full, the Agency redeems the voucher for cash to the landlord. If the lease is terminated and the landlord redeems the voucher, the Agency purchases the voucher.

NOTE G. HOUSING SECURITY GUARANTEE PROGRAM (HSGP) – CLIENT RECEIVABLE AND STATE RECEIVABLE

The Agency and the State of New Hampshire are working together with the Housing Security Guarantee Program. Landlords are provided with vouchers instead of cash for security deposits. The client agrees to pay back the Agency for the security deposit. When the deposit is repaid in full, the Agency redeems the voucher to the landlord for cash. If the lease terminates and the landlord redeems the voucher, any unpaid balance remaining from the client is billed to the State.

NOTE H. REVOLVING LOAN FUND (RLF) - CLIENT RECEIVABLES

The Agency obtained non-governmental grants to assist individuals with their mortgage payments. The amounts are to be repaid by the recipients of the program.

NOTE I. REVOLVING LINE OF CREDIT

The Agency has a \$75,000 revolving line of credit with Triangle Credit Union that was unused as of June 30, 2016. Amounts borrowed on the credit line are payable on demand and carry an interest rate of the prime rate plus .5% (currently 4%). The credit line is secured by a security interest in all The Front Door Agency, Inc.'s assets, and expires October 30, 2021.

NOTE J. LONG-TERM DEBT

The Front Door Agency, Inc. is obligated on the following long-term debts at June 30, 2016:

The following mortgages are repaid monthly by the Agency:

Mortgage payable, New Hampshire Community Loan Fund, secured by land and building (C Street), monthly payment of \$218 including interest at 4%, due August 2025.

\$ 15,931

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2016

NOTE J. LONG-TERM DEBT (Continued)

Mortgage payable, Citizens Bank, secured by land and building (Vine Street), monthly payment of \$523 including interest at 6.5%, due October 2022. \$ 62,520

Mortgage payable, Community Housing Capital, Inc., secured by land and building (Shattuck Street), monthly payment of \$886 including interest at 5%, due June 2027. 154,748

The following mortgages are repaid through forgiveness of debt by the mortgagor:

Mortgage payable, City of Nashua, secured by land and building (C Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive the debt equally over 20 years, retroactively to March 2007. 65,500

Mortgage payable, City of Nashua, secured by land and building (Amherst Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due and principal will be forgiven equally over a 20-year period beginning in December 2012 278,936

Mortgage payable, City of Nashua, secured by land and building (Shattuck Street). As long as the Agency owns the property, interest is not due and principal will be forgiven over a remaining 11 year period ending in October 2022. 210,000

This mortgage has no annual repayment:

Mortgage payable, City of Nashua, secured by land and building (Concord Street). Neither interest or principal is due as long as the Agency owns the property and meets affordability criteria. 203,500

Current maturities

991,135
7,477
\$ 983,658

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2016

NOTE J. LONG-TERM DEBT (Continued)

Maturities of NH Community Loan, Citizens Bank, and Community Housing Capital, Inc. long-term debt are as follows for the years ending June 30:

2017	\$	7,477
2018		7,875
2019		8,294
2020		8,738
2021		9,205
Thereafter		746,046
No required repayment		<u>203,500</u>
	\$	<u>991,135</u>

NOTE K. IN-KIND DONATION INTEREST/CANCELATION OF DEBT

Mortgage obligations to the City of Nashua, as detailed in Note J, have no required interest due unless the Agency does not meet certain rental affordability and ownership requirements. The Agency has recorded a donation from the City of Nashua of interest totaling \$45,125 that would have been due for the fiscal year ended June 30, 2016, on the mortgages at the estimated prevailing interest rates on the date the mortgages were received.

Additionally, some of the mortgage obligations to the City of Nashua are being forgiven annually if certain criteria are met. The amount forgiven in the current year is \$53,984.

NOTE L. INVESTMENT INCOME

Investment income consists of the following:

Interest and dividend	\$	24,168
Realized losses		(2,577)
Unrealized losses		<u>(9,762)</u>
	\$	<u>11,829</u>

NOTE M. PENSION PLAN

On March 1, 2013 the Agency adopted a 401(k) profit-sharing plan. All employees meeting specified age and length of service requirements are included in the plan.

The 401(k) plan provides for matching of employee contributions in such amounts as management may determine up to \$500 per participant annually.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2016

NOTE M. PENSION PLAN (Continued)

Additionally, the Agency can make discretionary pro-rata contributions. Matching contributions are vested immediately and pro-rata contributions are fully vested after five years.

Pension expense for the plan charged to operations for the year ended June 30, 2016, was \$9,734.

NOTE N. OPERATING LEASE OBLIGATIONS

The Agency leases office space located at 7 Concord Street, Nashua, New Hampshire, as a tenant-at-will, at a rate of \$1,400 per month. The Agency also rents two apartments, one for \$400 per month under a lease expiring on December 31, 2016 and an apartment for \$400 per month under a lease expiring January 31, 2017.

The Agency leases a telephone system under the terms of an agreement that was renewed in April 2015. Under the renewal, which expires April 2017, the monthly lease payments increased from \$672 to \$705.

The Agency also leases a copier for \$308 per month. The copier lease expires in June 2017.

Minimum annual lease payments under the terms of non-cancelable leases are as follows:

Year ending June 30:

2017	\$ 15,946
------	-----------

NOTE O. CONTINGENCIES/PROGRAM RELATED

The Agency receives funding from various state and federal programs. Under the terms of these programs, the Agency is required to use the funding within the period for purposes specified in the proposal. If expenditures of the program were found not to have been made in compliance with the proposal, the Agency might be required to repay the funds.

NOTE P. CONTINGENCY/FACILITY RELATED

In June of 2012, the Agency purchased a building to provide housing at below-market rent to low and moderate income households. In addition to first and second mortgages on the property (Note J) the building was acquired subject to an additional performance only mortgage.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2016

NOTE P. CONTINGENCY/FACILITY RELATED (Continued)

No principal or interest payments are required on the performance mortgage as long as the Agency maintains ownership of the property and rents to tenants with income less than 60% of the Area Median Income.

For each month the Agency meets the ownership and use performance requirements, the non-performance mortgage liability reduces from \$115,440 at June 30, 2016 to zero in 2019.

Compliance is fully intended through 2019 and beyond and therefore this contingent liability is not recorded in the accompanying financial statements.

NOTE Q. FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and short-term debt approximated fair value as of June 30, 2016, because of the relatively short maturity of these instruments. The recorded values of notes payable and long-term debt approximate their fair values, as interest approximates market rates.

NOTE R. FAIR VALUE MEASUREMENTS

The Fair Value Measurements and Disclosures in accordance with FASB ASC Topic 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date and sets out a fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). Inputs are broadly defined under the Topic as assumptions market participants would use in pricing an asset or liability. The three levels of the fair value hierarchy under the Topic are described below:

Level 1: Quoted market prices in active markets, such as the New York Stock Exchange, for identical assets or liabilities.

Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

The Agency assess the levels of the investments at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer. For the year ended June 30, 2016, there were no such transfers.

THE FRONT DOOR AGENCY, INC.
NOTES TO FINANCIAL STATEMENTS
For The Year Ended June 30, 2016

NOTE R. FAIR VALUE MEASUREMENTS (Continued)

For the year ended June 30, 2016, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value on a recurring basis:

Investment Securities

The fair value of publicly traded mutual funds is based upon market quotations of national security exchanges, and all are considered Level 1.

NOTE S. SUBSEQUENT EVENTS

Management has evaluated events through November 9, 2016, the date that the financial statements were available to be issued.

BOARD OF DIRECTORS 2016-2017

OFFICERS

		<u>Occupation</u>	<u>Residency</u>
President:	Mr. Jed Anderson	Weisman, Tessier, Lambert & Halloran	Nashua
President Elect:	Mr. Robert Kennedy	BAE Systems	Amherst
Vice-President:	Mrs. Jessica Ackerman	Deloitte & Touche	Nashua
Secretary:	Mrs. Suzanne Beaubien	Bellwether Community Credit Union	Nashua
Treasurer:	Mr. John Chase	Retired, BAE Systems	Amherst
Past President:	Mr. John Ziemba	Triangle Credit Union	Bedford

MEMBERS

	<u>Occupation</u>	<u>Residency</u>
Mrs. Erin Almeda*	Former Concord Hospital	Nashua
Mrs. Karen Carlisle	Crowne Plaza	Merrimack
Mrs. Jackie Clancy	Southern NH Health System	Merrimack
Mr. Zachary Duprey	The Provident Bank	Litchfield
Ms. Paula Farrer	Right Networks, LLC	Hollis
Mr. Nick Frasca	Frasca & Frasca, P.A.	Nashua
Mr. Cory Hussey	Stanley Elevator	Hollis
Mr. Kip Jackson	Pegasystems	Merrimack
Ms. Molly Kepner	The Berstein Shur Group	Nashua
Ms. Amy LaBelle	LaBelle Winery	Amherst
Ms. Linda LaFleur	MESH Interactive Agency	Londonderry
Mr. Michael Martinez*	Cityside Management	Merrimack
Mr. David S. McGinley	Retired	Bedford
Ms. Suneela Mistry	UniClean Cleanroom Services	Nashua
Mr. Jeff Monahan	The Monahan Companies	Nashua
Mrs. Beth Needham	Eaton & Berube	Londonderry
The Rev. Dr. Robert Odierna*	Church of the Good Shepherd	Salem
Ms. Meagan Pollack	Teach for America	Hudson
Mr. Walter Razzaboni, Jr.	UBS Financial Services	Nashua
Mr. Robert Shaw	Texas Instruments	Nashua

ADVISORY BOARD

	<u>Occupation</u>	<u>Residency</u>
Mrs. Lori Lambert*	Weisman, Tessier, Lambert & Halloran	Nashua
Mrs. Lisa Law	Law Logistics	Nashua
Mr. Rich Lovering*	Lovering Volvo	Hollis
Ms. Beth Raymond*	Gateways	Nashua

*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
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Leadership New Hampshire, Concord, NH	June 2005
--	-----------

Leadership Greater Nashua, Greater Nashua Chamber of Commerce	June 1998
--	-----------

BS, Business Finance; Minor, Economics SOUTHERN NEW HAMPSHIRE UNIVERSITY, Manchester, New Hampshire	May 1993
--	----------

Certificate, Basic Tax Preparation H & R Block, Merrimack, NH	1996
--	------

COMMUNITY INVOLVEMENT/INTERESTS
--

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
--

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

Maura McGowan

OBJECTIVE	A challenging position in the Human Service field supporting and strengthening children and families.
Summary of Experience	<p>10 years experience in Community Outreach</p> <p>8 years experience working in the field of Child Abuse & Neglect Prevention</p> <p>7 years experience working in the field of Parent Support & Education</p> <p>7 years experience creating Marketing Materials</p> <p>5 years experience supporting & supervising interns and volunteers</p> <p>3 years experience working with Teens in Substance Abuse Prevention and Healthy Choices</p> <p>Creation of Community Awareness Events and Workshops for children, teens and adults</p> <p>Experienced Public Speaker, Skilled Workshop Facilitator, Excellent Communication Skills</p>
EXPERIENCE	<p>The Front Door Agency <i>Transitional Housing Program Case Manager</i> March 2012 to Present Responsible to provide case management to single mothers in our Transitional Housing Program focusing on working to increase skills and confidence in the areas of; time management, budgeting, health and wellness, mental health, educational goals, employment, pride in home and financial stability. Provide information about outside supports to assist with educational goals, employment goals and parenting concerns. Coordinate volunteers for weekly child care support for clients attending our weekly groups.</p> <p>Prevention Makes Cents <i>Program Coordinator</i> July 2009 to March 2012 Co-created a non-profit agency to continue the work of the Child Assault Prevention (CAP) Project as well as Parenting Support and Education Programs for the Greater Nashua Area. Responsibilities include facilitating programs, training interns & volunteers, supervising interns & volunteers, outreaching to schools in new communities, coordination of all aspects of the CAP Project and facilitating various parenting support and education programs.</p> <p>Nashua School District, Nashua, NH <i>Parent Educator/Liaison for Fairgrounds Elementary School's Family Resource Center</i> April 2009 to January 2010 Increase Parent Involvement in school through education, outreach and advocacy. Responsibilities included co-facilitating weekly parent support group, coordination of outside services for ESOL & GED classes, liaison between the school and parents to facilitate increased volunteerism, training & supervision of parent volunteers, offering support to parents for issues both at school & at home, and serving on a number of teams focused on school improvement.</p> <p>New Hampshire Teen Institute, Nashua, NH <i>Program Assistant</i> September 2008 to April 2009 Worked closely with the Director of Outreach to engage & increase our volunteer staff and to critique and improve our programs and workshops geared toward the reduction of substance abuse. Responsibilities included delivering programs, coordinating events and fundraisers, preparing and creating marketing materials, creating new workshops, working on a team to create a comprehensive volunteer staff manual.</p> <p>The Youth Council, Nashua, NH <i>CAP Facilitator, Child Assault Prevention (CAP) Project</i> January 2006 to May 2009 and September 2003 to May 2005 Worked facilitating all aspects of the program including training volunteers & interns, facilitating teacher and parent workshops, leading classroom presentations, coordinating with schools, scheduling staff, creating marketing materials to outreach to the community, and the gathering of statistics for reports and grant writing assistance.</p>

Parenting Facilitator, Active Parenting Program

January 2004 to May 2009

Worked closely with the Director of the Program to outreach to the community to offer the Active Parenting Series which ranged from toddlers to teens. Responsibilities included coordinating and delivering the programs, preparing paperwork and records for sessions, working with parents to resolve an array of parent/child conflicts, creating marketing materials geared toward both parents and community partners, gathering statistics for reports and grant writing assistance.

Court Diversion Program Support Specialist, Court Diversion Program

February 2004 to September 2009

Assisted in the coordination of the program and facilitated a panel of community volunteers to hear cases. Responsibilities included scheduling cases, corresponding with families, preparing cases to be heard each month, interviewing and creating consequences for juveniles attending the program, following up monthly with juveniles in the program.

Adult Day Service Program

Activities Coordinator

March 2005 to December 2005

Ran the day to day schedule of activities for clients attending the program. Responsibilities included creating a monthly events calendar, daily activities that served the varying medical and cognitive needs of clients in the program through researching appropriate interventions, planning the monthly menu, coordinating the transportation needs of the clients with both a private transport company and Nashua Public Transit, working with the families and caretakers of the clients, interviewing clients along with the Program Coordinator and Nurse, planning special events for the clients and their families, coordinating the partnership with the pre-nursing students of Alvirne HS, and supervising the support staff.

NHCTC, Nashua, NH

Community Partner Program Developer, Community Partner Grant

May 2004 to March 2005

Created the Community Partner Program under a grant awarded to NHCTC. Responsibilities included identifying Community Partners and creating meaningful job positions for Federal Work Study Students, creating marketing materials and orientation packets which introduced the program to Community Partners as well as the eligible students, and preparing both the sites and the students for a successful work placement.

EDUCATION

New Hampshire Community Technical College, Nashua, NH

Associates of Science Degree in Human Services, May 2004

Southern New Hampshire University, Manchester, NH

Transfer with 15 credits additional completed toward a Bachelors in Psychology, March 2007-March 2008

NH Child Assault Prevention Project, Nashua, NH

CAP Elementary Facilitator, September 2003

CAP Preschool Facilitator, January 2005

International Child Assault Prevention Project, Sewell, NJ

Certified CAP Trainer, August 2007

Straight Talk

Certified Straight Talk Facilitator, September 2007

Parenting Journey, The Family Center, Somerville, MA

Certified Parenting Journey Facilitator, June 2009

Active Parenting

Certified Active Parenting Facilitator, August 2009

**HONORS AND
ACTIVITIES**

President's List, 4 semesters

Executive Member, Phi Theta Kappa (international honor society)

Student Member, Campus Leadership Team

Student Senate President 2003-2004 academic year & 2004-2005 academic year

Vice-President Rotaract 2003-2004 academic year

Sandra DeLosa

Profile

5 years of experience working with low-income, high safety risk cliental, and homelessness. Highly experienced in direct customer service.

Experience

The Front Door Agency

March 2014-Present

Director Of Homeless and Housing Services

- Responsible for assessing and assisting those in need through the Agency's direct service programs including but not limited to: CARE (Crisis Advocacy & Resource Education Program) Prevention & Intervention of Homelessness, Financial Literacy and Rapid Re-Housing.
- Provide case management services to families and individuals in each program.
- Screen families and individuals to determine eligibility for assistance and verify all income and expenses.
- Working closely with landlords and utility companies to negotiate payment plans.
- Working closely with other area resources including local welfare offices to effectively assist a family from becoming homeless while not duplication efforts.
- Developing and enhancing the curriculum of the Financial Literacy Program.
- Represent the Front Door Agency as a Community Partner with the NH Community Loan Fund in screening potential applicants for post-secondary education savings goals.
- Actively participate in the Greater Nashua Continuum of Care and subcommittees deemed appropriate.
- Prepare all necessary statistical and outcome measurement reporting.
- Participate in fund raising activities within the Agency.
- Maintain proper records documentation in The Front Door agency data base, including HMIS for prevention program.

St. Joseph Hospital- Nashua Pediatrics

April 2012-July 2014

Patient Companion/Patient Service Representative

- Responsible for direct 1:1 supervision for patients with high risk safety concerns including detoxing, suicide, confusion, and fall risk.
- Promote a safe environment while respecting the patient.
- Responsible for watching the patient, calming the patient, providing divisional activities and call for help as needed.
- Document patient activity and report information to doctors, nurses, and other staff members.
- Direct knowledge of multiply units in the hospital.
- Responsible for checking patients in as they arrive for their appointments, accepting co-payments and checking out as they leave.
- Assist patients with scheduling future appointments.
- Responsible for maintaining patient's medical records.

New England Rehabilitation Hospital

July 2011-April 2012

Sitter

- Responsible for direct 1:1 supervision for patients with high risk safety concerns including brain injury, fall risk, stroke, and confusion.
- Promote a safe environment while respecting the patient.
- Responsible for watching the patient, calming the patient, providing divisional activities and call for help as needed.
- Document patient activity and report information to doctors, nurses, and other staff members.

PetSmart and Sears

2005-2011

Customer Service

- Responsible for providing knowledge and customer service to consumers.
- Assist in maintaining the cleanliness of each department
- Help set daily and week price changes.
- Handle customer transactions including payments.

Education

Nashua High School North

2004-2008

Nashua Community College

2011-2014

Associates of Science in Human Services

Southern New Hampshire University

2014-2016

BA Psychology

Skills

- Proficient with the use of computers, electronic records, data entry, and client folders and filing.
- Certified in First Aid and CPR
- Certified in Mental Health First Aid
- Excellent Customer Service Skills

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maryse Wirbal	CEO	87,125	0	0
Rebecca Gagne	Director of Transitional Housing	51,225	20%	10,245
Maura McGowan	Transitional Housing Case Mgr	33,904	75%	25,428
Sandra DeLosa	Director of Homeless & Housing Services	30,940	0	0



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.



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

Maggie Kind
NAME: Maggie Kind
TITLE: CEO

Acknowledgement:

State of NH, County of Hillsborough on 4/14/16,
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

Cindy Enright
Name and Title of Notary or Justice of the Peace

CINDY ENRIGHT, Notary Public
My Commission Expires June 5, 2018

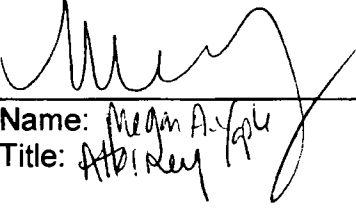
New Hampshire Department of Health & Human Services
State Grant-in-Aid Funds Program



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. Kelly
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:



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

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

Bidder Name	Maximum Points	Actual Points
1. Bridge House (C)	205	180
2. CAP Belknap-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 Miernfield, 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 Erin K. Almeda President, Board of Directors	
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 A. 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 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: <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: EKA
Date: 6/21/15

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: 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.



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 \$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 (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; 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:

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 (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

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

Date

(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:

6/26/15
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



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 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. Almeda
Name: Erin K. Almeda
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**



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.

[Handwritten Signature]
3/17



**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

Maureen Ryan
Name: Maureen 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

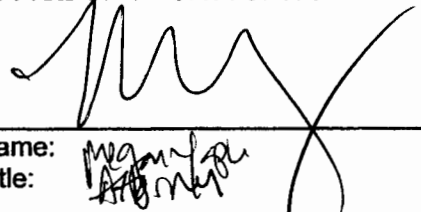
New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program



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


Name: Megan L. O'Connell
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 \$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.



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.

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 cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	THE SALVATION ARMY	Business ID:	64368
Business Type:	Foreign Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	07/19/1954	Name in State of Incorporation:	THE SALVATION ARMY
Date of Formation in Jurisdiction:	07/19/1954		
Principal Office Address:	4 GARY ROAD, Union, 07083, USA	Mailing Address:	4 GARY ROAD, Union, 07083, USA
Citizenship / State of Incorporation:	Foreign/New York		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Religious and charitable purposes.	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	Lawyers Incorporating Service
Registered Office Address:	10 Ferry Street Suite 313, Concord, NH, 03301, USA
Registered Mailing Address:	Not Available

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 9/18/2015:
(Date)

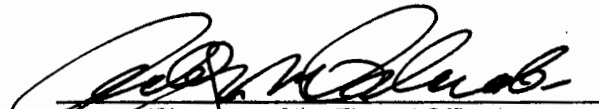
RESOLVED: That the Secretary
(Title of Contract Signatory)

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 11th day of May, 2017.
(Date Contract Signed)

4. Michael J. Southwick is the duly elected Secretary
(Name of Contract Signatory) (Title of Contract Signatory)

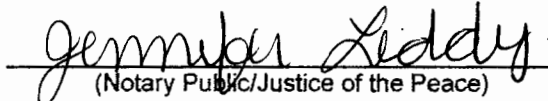
of the Agency.


(Signature of the Elected Officer)
Adolph M. Orlando
Second Assistant Secretary- Property

STATE OF ~~NEW HAMPSHIRE~~ NEW YORK
County of Rockland

The forgoing instrument was acknowledged before me this 11th day of May, 2017.

By Adolph M. Orlando
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

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)
05/11/2017

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

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
E-MAIL ADDRESS:	
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.	NAIC # 40142
INSURER E:	
INSURER F:	

INSURED

THE SALVATION ARMY, A NEW YORK CORP.
440 WEST NYACK ROAD
WEST NYACK, NY 10994-1739

COVERAGES **CERTIFICATE NUMBER:** 004 013/5/11/017 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.

NSR TR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	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:		SELF INSURED RETENTION	01/01/17	01/01/18	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/OP AGG \$ 500,000 \$
A	AUTOMOBILE LIABILITY <input checked="" 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		BAP 8978527-21	01/01/17	01/01/18	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	01/01/17	01/01/18	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 8978533-21	01/01/17	01/01/18	<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
C	AUTO LIABILITY EXCESS		SELF INSURED RETENTION	01/01/17	01/01/18	\$400,000 XS OF \$100,000

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

SGIA Grant
Grant From the State of NH 1/1/17-12/31/17
TSA Carey House Laconia 03246

CERTIFICATE HOLDER

Department of Health and Human Services
129 Pleasant St, Brown Building
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

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											
	General		Board		Land, Buildings and Equipment		Temporarily		Permanently		2014	
	Operating	Designated	Designated	Land, Buildings and Equipment	Total	Restricted	Restricted	Restricted	Total	Total	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	\$ 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)

	Unrestricted							
	General Operating	Board Designated	Land, Buildings and Equipment	Total	Temporarily Restricted	Permanently Restricted	2015 Total	2014 Total
LIABILITIES AND NET ASSETS								
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						
	General Operating	Board Designated	Land, Buildings and Equipment	Total	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)

	Unrestricted					
	General Operating		Board Designated	Land, Buildings and Equipment	Total	Total
LIABILITIES AND NET ASSETS						
LIABILITIES						
Accounts payable and accrued expenses	\$ 44,975	\$ 9,520	\$ -	\$ -	\$ 54,495	\$ 54,495
Liability for split-interest agreements	-	35,067	-	-	35,067	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	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	374,213	2,841,373	2,841,373
Total liabilities and net assets	\$ 80,679	\$ 1,990,106	\$ 1,146,118	\$ 396,160	\$ 3,216,903	\$ 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				
	General Operating	Board	Land, Buildings and Equipment	Temporarily Restricted	2015 Total
		Designated			
	2015	2014	2015	2014	Total
SUPPORT AND REVENUES					
Public support					
Received directly					
Contributions	\$ 159,686	\$ -	\$ -	\$ 159,686	\$ 162,597
Donations-in-kind and contributed services	116,927	-	360	117,287	117,060
Legacies and bequests	-	45,030	-	45,030	73,393
Special events, net	7,381	-	-	7,381	6,107
Pledges at present value	-	-	-	-	8,123
Contributions from split-interest agreements	-	1,487	-	1,487	24,752
Total received directly	283,994	46,517	360	330,871	392,032
Received indirectly					
Allocated by federated fund raising organizations	14,228	-	-	14,228	14,987
Total public support	298,222	46,517	360	345,099	407,019
Fees and grants from governmental agencies	100,240	-	1,000	101,240	105,596
Other revenues					
Program and service fees	27,416	-	-	27,416	28,187
Sales to the public	135,695	-	-	135,695	141,175
Investment income					
Dividends and interest, net of fees	169	15,722	-	15,891	30,538
Realized and unrealized (losses) gains on investments, net	-	(25,988)	-	(25,988)	216,536
Gain on sale/disposition of land, buildings and equipment	-	-	3,696	3,696	30,762
Other	10,216	4,031	564	14,811	8,683
Total other revenues	173,496	(6,235)	4,260	171,521	455,881
Total support and revenues before net assets released and net transfers	571,958	40,282	5,620	617,860	968,496
Net assets released from restrictions	62,062	-	-	62,062	-
Net transfers	2,52,531	(266,052)	13,521	-	-
Total support and revenues	\$ 886,551	\$ (225,770)	\$ 19,141	\$ 679,922	\$ 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					2015 Total	2014 Total
	General Operating	Board Designated	Land, Buildings and Equipment	Total	Temporarily Restricted		
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	-	-	92,689
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	Total				
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	-	24,752	
Total received directly	281,538	64,410	258	346,206	29,977	15,849	392,032	
Received indirectly	14,987	-	-	14,987	-	-	14,987	
Allocated by federated fund raising organizations	296,525	64,410	258	361,193	29,977	15,849	407,019	
Total public support	99,163	-	6,433	105,596	-	-	105,596	
Fees and grants from governmental agencies								
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	176,407	177,935	31,109	385,451	69,837	593	455,881	
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	\$ 826,407	\$ (13,043)	\$ 29,107	\$ 842,471	\$ 108,038	\$ 17,987	\$ 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, 2014
(in thousands)

	Unrestricted				Total	Temporarily Restricted	Permanently Restricted	Total
	General Operating	Board Designated	Land, Buildings and Equipment	Total				
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	17,987	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)	7,055	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	25,042	77,663	
Net assets at beginning of year	48,401	871,746	1,000,346	1,920,493	268,015	575,202	2,763,710	
Net assets at end of year	\$ 5,492	\$ 831,971	\$ 1,029,453	\$ 1,866,916	\$ 374,213	\$ 600,244	\$ 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			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			Total
	Corps Community Center Services	Rehabilitation Center Services	Residential and Institutional Services	Other Social Services	Total	Management and General		Fund Raising	
						General	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.

THE SALVATION ARMY - EASTERN TERRITORY
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.

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.

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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%.

THE SALVATION ARMY - EASTERN TERRITORY
Notes to Consolidated Financial Statements (continued)
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(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.

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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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(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, 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	<u>\$ -</u>	<u>\$ 149,144</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 149,144</u>
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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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.

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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	<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>

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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		<u>48</u>
Total	\$	<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	<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>

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:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
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

Executive Address: 440 West Nyack Road
West Nyack, New York 10994-0635

Listing of Corporate Trustees and Officers

<u>NAME</u>	<u>TITLE</u>
David E. Jeffrey	Chairman of the Board, Trustee
Barry C. Swanson	President, Trustee
William A. Bamford III	Vice President, Trustee
Donald W. Lance	Treasurer, Trustee
Glenn C. Bloomfield	First Assistant Treasurer, Trustee
Thomas O. Henson	Second Assistant Treasurer
Thomas A. Schenk	Secretary, Trustee
Richard D. Allen	Assistant Secretary - Legal
Jorge E. Diaz	Assistant Secretary - Property
D. Sue Foley	Assistant Secretary - Finance
Steven M. Howard	Trustee
Kenneth W. Maynor	Trustee
Janice A. Howard	Trustee

As of 1 July 2014
(EXADPL)

The Salvation Army (Carey House)

Laconia, New Hampshire

Listing of Local Advisory Board Members

Kathy Calvin

Sally Carver

Linda Matson

Nancy Morrill

Honorable Bud Martin III

Alison Whynot

Jim McDonald

Joanne Pearce

Beck Guyer

ANDRÉ COX
GENERAL

JAMES LABOSSIERE
PATRICIA LABOSSIERE
DIVISIONAL COMMANDERS



BARRY C SWANSON
TERRITORIAL COMMANDER

SCOTT A. MCNEIL
NORA A. MCNEIL
CORPS OFFICERS

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HEART TO GOD; HAND TO MAN

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FAX (603) 524-8164
www.use.salvationarmy.org/laconia

January 16, 2017

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 more than 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.

Amanda Lewis

599 Red Hill Road
Moultonborough, NH 03254
Amandadolphin17@yahoo.com
Amanda.lewis@use.salvationarmy.org
(603) 393-8993

Work Experience

The Salvation Army (May 2008-November 2009)

Thrift Store Manager

- Prepared Daily bookkeeping sheets
- Daily Bank Deposits
- Oversaw all employees
- Oversaw all volunteers
- Tracking of Court Ordered Community Service hours
- Accepting all donations and administering tax receipts
- Scheduling donation pick-up routes
- All trouble shooting

The Salvation Army (November 2009-September 2012)

Office Manager

- Responsible for weekly financial packet
- Bank Deposits
- Client intake (Emergency Financial Assistance, Food Pantry, Vouchers)
- Overseeing volunteers
- Overseeing Kitchen Staff
- Overseeing WEP interns
- Assisting Youth Minister with Children's programs
- Transporting kids to and from Camp Sebago
- Transportation of Clients
- Payroll
- All trouble shooting

The Salvation Army (September 2012-present)

Shelter Director

- Oversee entire house
- Enforce all house rules
- Grant Writing
- Financial reporting
- Budgeting
- Case Management
- Conflict resolution
- Management of staff and volunteers
- Attend all required meetings and seminars

Education

- NHTI- Concord, NH (Associates in Addiction Counseling)
 - October 2016-present
- Plymouth State University- Plymouth, NH (BA Communications, Minor Business Administration)
 - September 2000-May 2004
- Moultonborough Academy- Moultonborough, NH (HS Diploma) 2000

The Salvation Army Eastern Territorial Headquarters
Job Description Format

Job Title: Case Manager

Classification: non-exempt

Department: Carey House

Position Grade

Date: 07/13/2015

Reports To: Carey House Director & Corp. Commander

GENERAL PURPOSE OF JOB.

The primary purpose of the Case Manager is to facilitate the services, counseling, training, etc., which enable residents to move from dependence to self-sufficiency, not only in regards to housing, but in all areas of life.

ESSENTIAL DUTIES AND RESPONSIBILITIES.

- Weekly or bi-weekly meetings with each resident
- Consistent contact with area agencies and organizations which aide the support of the homeless community
- 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 train Resident Staff in their required duties
- To attend conferences and/or meetings, which will further connect the Carey House to area agencies and organizations
- 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

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?) _____

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. List any special skills, licenses, certificates, or registrations that are required to perform the essential duties of this job.

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

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%	\$4,453.00
Amanda Lewis	Shelter Director	\$35,921.60	66.8%	\$24,022.00
TBD	Case Manager	\$22,620.00	66.9%	\$15,130.00

ANDRÉ COX
GENERAL

JAMES LABOSSIERE
PATRICIA LABOSSIERE
DIVISIONAL COMMANDERS



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Captain Scott McNeil is the person responsible for the full operation of the Carey House Shelter in Laconia New Hampshire.



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

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10/2/15 #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	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	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	153
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	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

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

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.


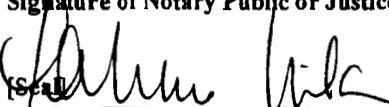
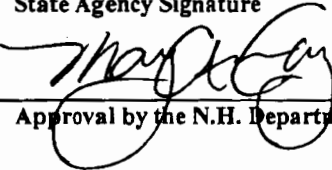
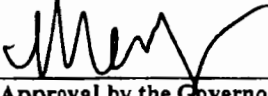
Subject: State Grant-In-Aid Funds Program

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 Public or Justice of the Peace Tahnia 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

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.

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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 (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.

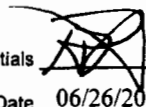
(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(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


Date 06/26/2015



- 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:

Name: Richard D. Allen

Title: Assistant Secretary - Legal

06/26/2015

Date

Contractor Initials

Date 06/26/2015



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-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:

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 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:

Name: Richard D. Allen

Title: Assistant Secretary - Legal

06/26/2015

Date

Contractor Initials

Date 06/26/2015



**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

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:

A large, stylized handwritten signature in black ink, appearing to be "Richard D. Allen".

06/26/2015

Date

Name: Richard D. Allen

Title: Assistant Secretary - Legal

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



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:

A large, stylized handwritten signature in black ink, appearing to read "Richard D. Allen".

06/26/2015

Date

Name: Richard D. Allen

Title: Assistant Secretary - Legal

Contractor Initials

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Date 06/26/2015



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

Handwritten initials, possibly "AD", written in black ink.



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

Handwritten initials in black ink, appearing to be "AK".



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, appearing to be "AK".



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
Mindy Ann Conway
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
6/14/15
 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
06/26/2015
 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:

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: _____

**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.

MS
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

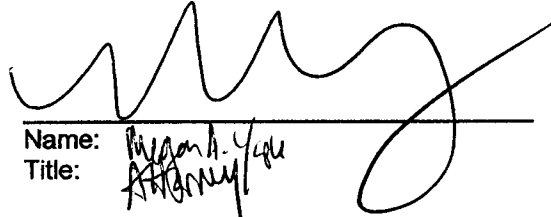


**New Hampshire Department of Health and Human Services
State Grant-in-Aid (SGIA) Funds Program**

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 H. Cyr
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 \$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.

129
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

Mckenna
Horse

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 "Wm Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	THE SALVATION ARMY	Business ID:	64368
Business Type:	Foreign Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	07/19/1954	Name in State of Incorporation:	THE SALVATION ARMY
Date of Formation in Jurisdiction:	07/19/1954		
Principal Office Address:	4 GARY ROAD, Union, 07083, USA	Mailing Address:	4 GARY ROAD, Union, 07083, USA
Citizenship / State of Incorporation:	Foreign/New York		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Religious and charitable purposes.	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	Lawyers Incorporating Service
Registered Office Address:	10 Ferry Street Suite 313, Concord, NH, 03301, USA
Registered Mailing Address:	Not Available

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 9/18/2015:
(Date)

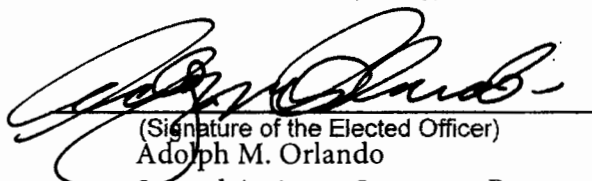
RESOLVED: That the Secretary
(Title of Contract Signatory)

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 11th day of May, 2017.
(Date Contract Signed)

4. Michael J. Southwick is the duly elected Secretary
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)
Adolph M. Orlando
Second Assistant Secretary- Property

STATE OF ~~NEW HAMPSHIRE~~ NEW YORK

County of Rockland

The forgoing instrument was acknowledged before me this 11th day of May, 2017.

By Adolph M. Orlando
(Name of Elected Officer of the Agency)


(Notary Public, Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

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)

05/11/2017

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	CONTACT NAME: DEANNA CIPRIANO
	PHONE (A/C, No, Ext): (330) 896-7639 X 8123 FAX (A/C, No): 330-896-6548
CHESTERFIELD INSURANCE AGENCY, INC. P. O. BOX 237 GREEN, OH 44232-0237	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED	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: 004 013/5/11/017 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.

NSR TR	TYPE OF INSURANCE	ADDD SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	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:		SELF INSURED RETENTION	01/01/17	01/01/18	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 - COMPI/OP AGG \$ 500,000 \$
A	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		BAP 8978527-21	01/01/17	01/01/18	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	01/01/17	01/01/18	EACH OCCURRENCE \$ 4,500,000 AGGREGATE \$ 4,500,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 8978533-21	01/01/17	01/01/18	<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
C	AUTO LIABILITY EXCESS		SELF INSURED RETENTION	01/01/17	01/01/18	\$400,000 XS OF \$100,000

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

SGIA Grant
Grant From the State of NH 1/1/17-12/31/17
TSA Carey House Laconia 03246

CERTIFICATE HOLDER	CANCELLATION
Department of Health and Human Services 129 Pleasant St, Brown Building 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 <i>Deanna M Cipriano</i>

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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							
	General Operating	Board Designated	Land, Buildings and Equipment	Total	Temporarily Restricted		2014 Total	
					Permanently Restricted	2015 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)

	General Operating	Unrestricted			Temporarily Restricted	Permanently Restricted	2015 Total	2014 Total
		Board Designated	Land, Buildings and Equipment	Total				
LIABILITIES AND NET ASSETS								
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	General Operating	Unrestricted				Total	Temporarily Restricted	Permanently Restricted	Total
		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)

	Unrestricted				
	General Operating	Board Designated	Land, Buildings and Equipment	Total	Total
LIABILITIES AND NET ASSETS					
LIABILITIES					
Accounts payable and accrued expenses	\$ 44,975	\$ 9,520	\$ -	\$ 54,495	\$ -
Liability for split-interest agreements	-	35,067	-	35,067	4,739
Mortgages and notes payable	19,222	417,514	56,455	493,191	-
Interest rate swaps	-	104,304	-	104,304	-
Conditional asset retirement obligations	-	-	59,210	59,210	-
Estimated liability for self-insurance claims	-	63,514	-	63,514	-
Estimated liability for pension and other postretirement benefits	-	528,216	-	528,216	-
Other liabilities	10,990	-	1,000	11,990	-
Total liabilities	75,187	1,158,135	116,665	1,349,987	21,947
Commitments and contingencies					4,739
NET ASSETS					
Unrestricted	5,492	831,971	1,029,453	1,866,916	-
Temporarily restricted	-	-	-	-	374,213
Permanently restricted	-	-	-	-	600,244
Total net assets	5,492	831,971	1,029,453	1,866,916	374,213
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					
	General		Board		Unrestricted	
	Operating	Designated	Land, Buildings and Equipment	Total	Temporarily Restricted	Permanently Restricted
					2015	2014
				Total	Total	Total
SUPPORT AND REVENUES						
Public support						
Received directly						
Contributions	\$ 159,686	\$ -	\$ -	\$ 159,686	\$ 2,885	\$ 410
Donations-in-kind and contributed services	116,927	-	360	117,287	-	-
Legacies and bequests	-	45,030	-	45,030	7,568	4,415
Special events, net	7,381	-	-	7,381	-	-
Pledges at present value	-	-	-	-	7,544	-
Contributions from split-interest agreements	-	1,487	-	1,487	14,250	3,043
Total received directly	283,994	46,517	360	330,871	32,247	7,868
Received indirectly						
Allocated by federated fund raising organizations	14,228	-	-	14,228	-	-
Total public support	298,222	46,517	360	345,099	32,247	7,868
Fees and grants from governmental agencies	100,240	-	1,000	101,240	-	-
Other revenues						
Program and service fees	27,416	-	-	27,416	-	-
Sales to the public	135,695	-	-	135,695	-	-
Investment income						
Dividends and interest, net of fees	169	15,722	-	15,891	2,888	-
Realized and unrealized (losses) gains on investments, net	-	(25,988)	-	(25,988)	(6,112)	(270)
Gain on sale/disposition of land, buildings and equipment	-	-	3,696	3,696	-	-
Other	10,216	4,031	564	14,811	-	-
Total other revenues	173,496	(6,235)	4,260	171,521	(3,224)	(270)
Total support and revenues before net assets released and net transfers	571,958	40,282	5,620	617,860	29,023	7,598
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				2015 Total	2014 Total
	General Operating	Board Designated	Land, Buildings and Equipment	Total		
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)	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	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)	77,663
Net assets at beginning of year	5,492	831,971	1,029,453	1,866,916	374,213	2,763,710
Net assets at end of year	\$ (11,289)	\$ 561,775	\$ 1,048,594	\$ 1,599,080	\$ 344,286	\$ 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		Land, Buildings and Equipment	Total	Temporarily Restricted	Permanently Restricted	Total
	General Operating	Board Designated					
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	281,538	64,410	258	346,206	29,977	15,849	392,032
Received indirectly	14,987	-	-	14,987	-	-	14,987
Allocated by federated fund raising organizations	296,525	64,410	258	361,193	29,977	15,849	407,019
Total public support	99,163	-	6,433	105,596	-	-	105,596
Fees and grants from governmental agencies							
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	176,407	177,935	31,109	385,451	69,837	593	455,881
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	\$ 826,407	\$ (13,043)	\$ 29,107	\$ 842,471	\$ 108,038	\$ 17,987	\$ 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, 2014
(in thousands)

	Unrestricted					Total
	General Operating	Board Designated	Land, Buildings and Equipment	Temporarily Restricted	Permanently Restricted	
EXPENSES						
Program services						
Corps community center services	\$ 253,881	\$ -	\$ -	\$ -	\$ -	\$ 253,881
Rehabilitation center services	190,111	-	-	-	-	190,111
Residential and institutional services	49,538	-	-	-	-	49,538
Other social services	208,373	-	-	-	-	208,373
Total program services	701,903	-	-	-	-	701,903
Supporting services						
Management and general	92,118	-	-	-	-	92,118
Fund raising	42,089	-	-	-	-	42,089
Total supporting services	134,207	-	-	-	-	134,207
Total expenses	836,110	-	-	-	-	836,110
Excess (deficiency) of support and revenues over expenses	(9,703)	(13,043)	29,107	108,038	17,987	132,386
Change in fair value of interest rate swaps	-	(24,630)	-	-	-	(24,630)
Change in value of split-interest agreements	-	(2,102)	-	(1,840)	7,055	3,113
Retirement related activity other than net periodic benefit cost	(33,206)	-	-	-	-	(33,206)
Change in net assets	(42,909)	(39,775)	29,107	106,198	25,042	77,663
Net assets at beginning of year	48,401	871,746	1,000,346	268,015	575,202	2,763,710
Net assets at end of year	\$ 5,492	\$ 831,971	\$ 1,029,453	\$ 374,213	\$ 600,244	\$ 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			2014 Total		
	Corps Community Center Services	Rehabilitation Center Services	Residential and Institutional Services	Other Social Services	Total	Management and General	Fund Raising		2015 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	Management and General	Fund Raising	Total	
Salaries and officer allowances	\$ 78,149	\$ 77,806	\$ 19,753	\$ 45,228	\$ 37,801	\$ 13,315	\$ 51,116	\$ 272,052
Officer and employee benefits	33,892	23,341	6,518	14,925	12,474	4,395	16,869	95,545
Payroll taxes	6,184	10,601	2,240	4,389	3,668	1,296	4,964	28,378
Professional fees	7,996	2,329	3,088	3,358	9,686	7,522	17,208	33,979
Supplies	10,429	13,321	2,534	5,489	1,889	745	2,634	34,407
Telecommunications	3,019	1,320	289	747	1,218	141	1,359	6,734
Postage and shipping	967	151	17	334	441	2,649	3,090	4,559
Occupancy	54,434	32,537	7,649	13,324	8,533	1,057	9,590	117,534
Furnishings and equipment	5,386	4,203	714	2,348	3,327	178	3,505	16,156
Printing and publications	2,998	1,089	247	2,378	3,587	8,841	12,428	19,140
Travel, meals and transportation	12,685	8,188	709	2,718	2,253	803	3,056	27,356
Conferences, meetings and major trips	5,544	242	43	715	478	687	1,165	7,709
Specific assistance to individuals	1,900	2,297	2,599	88,788	-	-	-	95,584
Organization dues	409	24	24	73	72	23	95	625
Awards and grants	1,747	13	166	3,023	1,946	27	1,973	6,922
World services	-	-	-	11,712	-	-	-	11,712
Depreciation	25,753	12,293	2,912	7,970	2,213	273	2,486	51,414
Other	2,389	356	36	854	2,532	137	2,669	6,304
Total expenses	\$ 253,881	\$ 190,111	\$ 49,538	\$ 208,373	\$ 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	<u>(79,331)</u>	<u>(101,996)</u>
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	<u>(722,221)</u>	<u>(553,617)</u>
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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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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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

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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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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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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.

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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.

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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.

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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	1,141,294	320,023	-	-	1,461,317
Alternative investments	-	-	12,040	1,105,186	1,117,226
Total investments *	1,141,294	320,023	12,040	1,105,186	2,578,543
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	7,497	-	-	95,857	103,354
Interests in trusts held by others	-	-	223,901	-	223,901
Total split-interest agreements	7,497	-	223,901	95,857	327,255
Total assets	\$ 1,148,791	\$ 320,023	\$ 235,941	\$ 1,201,043	\$ 2,905,798
Liabilities:					
Interest rate swaps	\$ -	\$ 104,304	\$ -	\$ 104,304	\$ 104,304
Total liabilities	\$ -	\$ 104,304	\$ -	\$ 104,304	\$ 104,304

* 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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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	<u>223,901</u>	<u>16,986</u>	<u>(18,272)</u>	<u>(11,469)</u>	<u>-</u>	<u>211,146</u>
	<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	<u>202,296</u>	<u>22,530</u>	<u>(4,509)</u>	<u>3,584</u>	<u>-</u>	<u>223,901</u>
	<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.

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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>			

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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	<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>

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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	<u>27,039</u>	<u>27,656</u>	<u>54,695</u>
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>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>

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:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
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

Executive Address: 440 West Nyack Road
West Nyack, New York 10994-1739

Listing of Corporate Trustees and Officers

<u>NAME</u>	<u>TITLE</u>
David E. Jeffrey	Chairman of the Board, Trustee
Barry C. Swanson	President, Trustee
William A. Bamford III	Vice President, Trustee
Donald W. Lance	Treasurer, Trustee
D. Sue Foley	First Assistant Treasurer, Trustee
Thomas O. Henson	Second Assistant Treasurer
Michael J. Southwick	Secretary
Richard D. Allen	Assistant Secretary - Legal
Jorge E. Diaz	Assistant Secretary - Property
Thomas C. Dressler	Assistant Secretary - Finance
E. Sue Swanson	Trustee
Steven M. Howard	Trustee
James P. LaBossierie	Trustee
Janice A. Howard	Trustee
G. Lorraine Bamford	Trustee

As of June 2016
(EXADPL)
Trustees are voting members

Stephen A. Warren

██████████
██████████
██████████

stephen.warren@use.salvationarmy.org

Qualifications

Captain Stephen Warren has been part of a proven ministry team with his wife, Captain Sally Warren for over a decade. His service has improved many lives, communities, and the overall health of the appointments they have accepted.

Work History

2007 to 2010 Corps Commanding Officer The Salvation Army Derry, New Hampshire
Job Responsibilities included the administrative, ministerial, and fiscal stewardship of The Salvation Army within the community. Such activities as Derry Fire Department Chaplain, Social Service Outreach, as well as After School Program were included in these responsibilities.

2010 to 2014 Corps Commanding Officer The Salvation Army Laconia, New Hampshire
Job Responsibilities included the administrative, ministerial, and fiscal stewardship of The Salvation Army within the community. Such activities as Social Service Outreach, Family Store Operations, Carey House Operations, as well as operation of a daily feeding program were included in these responsibilities.

2014 to 2017 Corps Commanding Officer The Salvation Army Concord, New Hampshire
Job Responsibilities included the administrative, ministerial, and fiscal stewardship of The Salvation Army within the community. Such activities as Social Service Outreach, Family Store Operations, McKenna House Operations, as well as operation of after school programming were included in these responsibilities.

Education

2000 to 2004 Masters In Business Administration
Whittemore School of Business and Economics, University of New Hampshire

2015 to 2017 Bachelors in Leadership and Ethics
Nazarene Bible College

References

Major Everett Henry	Divisional Secretary	The Salvation Army	207.774.6304
Major Raphael Jackson	Divisional Commander	The Salvation Army	207.774.6304

No official resume - application lists history



THE SALVATION ARMY EASTERN TERRITORY Application for Employment

AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

The Salvation Army has been established to provide humanitarian services consistent with the values and goals of the Christian faith. In this context, employment decisions made by The Salvation Army will be in accordance with the applicable federal, state and local law, with the understanding that The Salvation Army does not waive or otherwise relinquish any rights in the free exercise of religion guaranteed by the Constitution of the United States.

Name Cyr Kathleen M. Date of Application 10/26/07
(LAST) (FIRST) (INITIAL)
Address _____
(STREET) (CITY) (STATE) (ZIP)

Telephone Number: _____ Social Security Number _____

If employed and you are under 18, can you furnish a work permit? Yes No
All offers of employment are conditioned upon verification by the applicant of authority to work in the United States. Such verification will be required only after an offer of employment is made.

Position Applied For: Centralized Accountant

Have you been given a description, either in writing or orally, of the position you applied for? Yes No
Can you perform the requirements of this job either with or without a reasonable accommodation? Yes No

Do you understand the job requirements of the position that you applied for? Yes No
Have you been convicted of a felony in the last 7 years? Yes No
If yes, explain: _____

Referral Source: Advertisement Employment Agency Walk-in
 Friend/Relative Specify: Alternative Solutions - Westbrad, Mo. 04092

On what date would you be available to work? Today

Are you available to work: Full-Time Part-Time Temporary Schedule: _____

EDUCATION:			
SCHOOL AND LOCATION (LIST SEPARATELY)	GRADUATED?		MAJOR COURSE OR SPECIAL INTERESTS
	YES	NO	
<u>Catherine McAuley H.S.</u>	<input checked="" type="checkbox"/>		<u>HS</u>
			<u>Business</u>

Special Skills and Qualifications
Summarize special skills and qualifications acquired from education, employment, or other experience: Have been a full charge bookkeeper for over 30 years.

Have you previously worked for The Salvation Army? Yes No If yes, please provide information below.

Salvation Army Location: _____ Dates Worked: _____ Job Title: _____

BUSINESS EXPERIENCE AND REFERENCES
(LIST MOST RECENT EMPLOYER FIRST)

NAME OF COMPANY <i>Burgess Advertising</i>			FROM		TO		Weekly Starting Salary	Weekly Last Salary	SUPERVISOR		
			MO	YR	MO	YR			<i>Lori Davis VP-Finance</i>		
			<i>2</i>	<i>99</i>	<i>6</i>	<i>07</i>		<i>16.34</i>			
ADDRESS <i>1290 Congress St.</i>			DESCRIBE BRIEFLY KIND OF WORK PERFORMED <i>A/P A/R - Backlog Customer Service</i>					YOUR JOB TITLE <i>A/P A/R</i>			
CITY <i>Portland</i>								REASON FOR LEAVING <i>Changing Environment</i>			
STATE <i>Me.</i>	ZIP CODE <i>04097</i>	TELEPHONE <i>775-5221</i>									

NAME OF COMPANY <i>Jones Rich + Hutchins Funeral Home</i>			FROM		TO		Weekly Starting Salary	Weekly Last Salary	SUPERVISOR		
			MO	YR	MO	YR			<i>Robert Barnes</i>		
			<i>?</i>	<i>99</i>	<i>?</i>	<i>99</i>					
ADDRESS <i>199 Woodford St.</i>			DESCRIBE BRIEFLY KIND OF WORK PERFORMED <i>JRH - Hay + Peabody - Lindquist FH Full Charge Bookkeeper</i>					YOUR JOB TITLE <i>FC Bookkeeper 3 companies</i>			
CITY <i>Portland</i>								REASON FOR LEAVING <i>Wanted Full Time</i>			
STATE <i>Me</i>	ZIP CODE <i>04103</i>	TELEPHONE <i>775-3763</i>									

NAME OF COMPANY <i>Kelley Associates Trinity Corp Precision Welding</i>			FROM		TO		Weekly Starting Salary	Weekly Last Salary	SUPERVISOR		
			MO	YR	MO	YR			<i>James Kelley</i>		
			<i>?</i>	<i>86</i>	<i>3</i>	<i>90</i>					
ADDRESS <i>690 Strandwater St.</i>			DESCRIBE BRIEFLY KIND OF WORK PERFORMED <i>Full Charge Bookkeeper + Customer Service</i>					YOUR JOB TITLE <i>Full Charge Bookkeeper</i>			
CITY <i>Westbrook</i>								REASON FOR LEAVING <i>Baby</i>			
STATE <i>ME</i>	ZIP CODE <i>04092</i>	TELEPHONE									

REFERENCES (OTHER THAN RELATIVES)	ASSOCIATION TO YOU	TELEPHONE	LENGTH OF ACQUAINTANCE
<i>Meredith Burgess</i>	<i>Owner Burgess Adv.</i>	<i>[REDACTED]</i>	<i>8 years</i>
<i>Judy Katzel</i>	<i>President Burgess Adv</i>	<i>"</i>	<i>"</i>
<i>Oliver Payne</i>	<i>VP Burgess Adv</i>	<i>"</i>	<i>"</i>

ACKNOWLEDGMENT

I certify that answers given herein are true and complete to the best of my knowledge.

I authorize investigation of all statements contained in this application and release The Salvation Army and my former employers from any liability that may result from disclosing information relating to me in the course of any such investigation. I understand this application does not necessarily mean I will be accepted for employment; that in the event of employment, false or misleading information given in my application or interview(s) may result in discharge; also, that I am required to abide by the personnel policies and practices as outlined in the Employee Manual of The Salvation Army Eastern Territory and the Employee Manual Addendum.

I understand that The Salvation Army Eastern Territory is an at-will employer.

Signature of Applicant

Date

10/97

[Signature] *10/26/07*

Jenny Connor-Belcourt, CRSW

Shelter Director

The Salvation Army McKenna House

100 South Fruit Street

Concord, NH 03301

Jenny.connor-belcourt@use.salvationarmy.org

Education:

New Hampshire Technical Institute

Associate of Science – Addiction Counseling – 2010

Fullerton College, CA

Environmental Science - 1981

CEP Manchester, NH

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, and Development & Implementation of Procedures

Case Manager/Recovery Support Worker – October 2012 to June 2016 and 2010-2011

- 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

Contocook Covered Bridge Restaurant – 2003 to 2009

Front Manager

- Responsible for customer service, supervision of wait staff, scheduling, supplies, till, etc.

Other Activities:

- Active Member of First Church of Hopkinton – Mission Board member, mentor and chaperone of youth, mission trips, etc.
- Community Advisory Board Member – Phoenix House Franklin
- Home Educator – 1994 to 2006

Andrew B. Bennett

The Salvation Army McKenna House
100 South Fruit Street
Concord, NH 03301
andrew.bennett@use.salvationarmy.org

Education:

- Associate's Degree of Science in Human Service, NHTI Concord's Community College.

Coursework:

- Crisis Intervention
- Group Counseling and Individual Counseling
- Conflict Resolution In Modern Society

Skills:

- Very proficient with computers
- Trained in prevention services
- Ability to work under stress
- Excellent communication skills
- Able to work independently

Experience:

June 2016 – Present Date	Case Manager	McKenna House
	<ul style="list-style-type: none">• Complete assessments• Complete daily documentation• Assist residents by connecting them to services in the area• Assist with filling out applications for residents• Build therapeutic rapport with residents• Oversee a music therapy class	
August 2014 – June 2016	Work Site Instructor	Easter Seals
	<ul style="list-style-type: none">• Provided support for a variety of individuals all with different needs.• Provided feedback and constructive comments to clients at the work place• Used redirection skills to assist individuals.• Helped individuals learn day to day tasks.• Worked with a team to set goals for individuals.	
May, 2013- August 2014	Easy-Tech Associate	Staples
	<ul style="list-style-type: none">• Helped customers find computers appropriate for their use• Received and broke down deliveries• Performed maintenance on computers• Built rapport with customers• Provided excellent customer service skills	

Thomas Ryan

House Supervisor

*The Salvation Army McKenna House
100 South Fruit Street Concord, NH 03301
(603) 228-3505 [REDACTED]*

Skills:

- Able to work independently
- Ability to work under stress
- Entrepreneur

Achievements:

- Promoted to assistant manager at a past job; position held for 10 years
- Taken on from volunteer status to a paid position at the Salvation Army McKenna House

Professional Experience:

The Salvation Army McKenna House

August 2016 to present

House Supervisor

- Perform intakes
- In charge of scheduling volunteer staff
- Overseeing volunteer staff
- Maintenance and repairs around the property

Community Action Program –SCSEP

May 2016 – August 2016

Receptionist

- Answer phones in a professional manner
- Perform pre-intakes
- Perform intakes
- Daily documentation
- Perform background checks on potential clients

Self Employed dba Thomas Ryan Painting Contractor

2003-2013

Painter

- Complete bid jobs
- Perform interior and exterior work to projects
- Finances
- Customer service

AA Mooney Furniture

1992-2003

Assistant Manager

- Sales
- Furniture Repair
- Delivery

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Stephen Warren	Corps Commanding Officer	\$7,800.00	45.5%	\$3,556.00
Kathleen Cyr	Bookkeeper	\$5,000.00	50%	\$2,500.00
Jenny Connor – Belcourt	Shelter Director	\$44,304.00	50%	\$22,150.00
Andrew Bennett	Case Manager	\$26,000.00	50%	\$13,000.00
Thomas Ryan	House Manager	\$16,588.00	50%	\$8,294.00



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

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 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	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


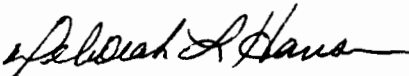
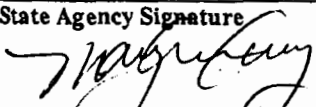
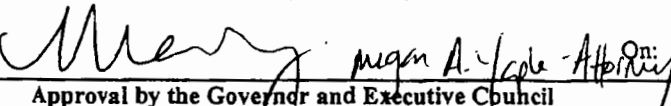
Subject: State Grant-In-Aid Funds Program

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 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 Ann Conroy 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.

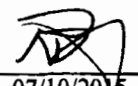
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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



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 \$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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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

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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

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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 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:

The Salvation Army

Name: Richard D. Allen

Title: Assistant Secretary - Legal

07/10/2015

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

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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.

Contractor Name:
The Salvation Army

A large, stylized handwritten signature in black ink, appearing to read "Richard D. Allen".

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

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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

A large, stylized handwritten signature in black ink, appearing to read "Richard D. Allen".

Name: Richard D. Allen
Title: Assistant Secretary - Legal

07/10/2015

Date

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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 (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

Handwritten initials in black ink, appearing to be "JTB".



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.

A handwritten signature in black ink, appearing to be "J.D.", written over a horizontal line.



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

[Signature]
Signature of Authorized Representative

Mary Ann Cooney
Name of Authorized Representative

Assoc. Commissioner
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



**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

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: 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?

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**



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 Sliney
Name: Mary Sliney
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



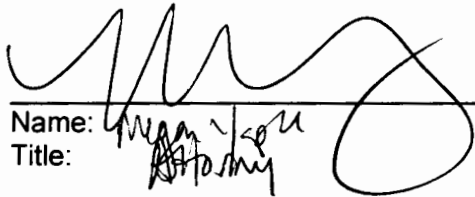


**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

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: Matthew 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:



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 \$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.



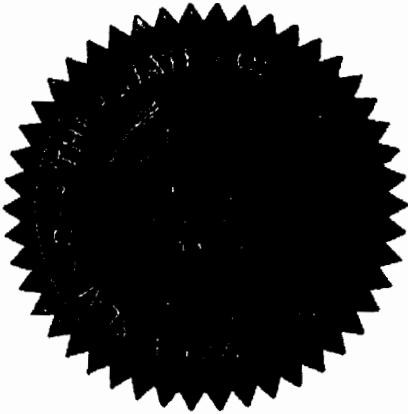
Exhibit B – Amendment #1

-
- 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.

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

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: THE WAY HOME, INC.	Business ID: 145298
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 08/25/1989	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 08/25/1989	
Principal Office Address: 214 SPRUCE ST, MANCHESTER, NH, 03103, USA	Mailing Address: NONE
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Nonprofit Report Year: 2015
	Next Report Year: 2020
Duration: Perpetual	
Business Email: NONE	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / MAKE LOANS TO ELIGIBLE LOW INCOME HOUSE- HOLDS THAT MIGHT BECOME/REMAIN HOMELESS	

Page 1 of 1, records 1 to 1 of 1

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of The Way Home.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on June 19, 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 12 day of May, 2017.
(Date Contract Signed)

4. Mary Slaney is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Brian Shaughnessy
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 12 day of May, 2017.

By Brian Shaughnessy
(Name of Elected Officer of the Agency)

Anne E. Rawson
(Notary Public/Justice of the Peace)



Commission Expires: 2/28/2019



WAYHOME-01

SLAMERE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2017

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

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

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Donna P. Beaudoin, CPCU PHONE (A/C, No, Ext): (603) 715-9734 E-MAIL ADDRESS: dbeaudoin@davistowle.com	FAX (A/C, No): (603) 225-7935
	INSURER(S) AFFORDING COVERAGE	
INSURED The Way Home, Inc. 214 Spruce Street Manchester, NH 03103	INSURER A : Mesa Underwriters Specialty	
	INSURER B : Torus Specialty Insurance Co.	
	INSURER C : Great Falls Insurance Company	
	INSURER D :	
	INSURER E :	

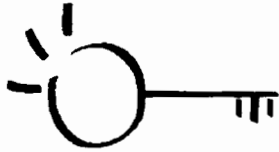
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			MP0020003002411	07/15/2016	07/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			86352T160ALI	07/15/2016	07/15/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	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	WCD937690017	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ** Workers Comp Information **
 Proprietors/Partners/Executive Officers/Members Excluded: James Freiburger
 3A States: NH

CERTIFICATE HOLDER NH DHHS 129 Pleasant St Concord, NH	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
--	--



The Way Home

Because Everyone Deserves a Home . . .

214 Spruce Street, Manchester, NH 03103
Tel: 603-627-3491 Fax: 603-627-2825

THE WAY HOME

OUR VISION

To be the innovative, responsive grassroots organization committed to creatively helping those with the least resources increase access, raise hope and build self-esteem.

OUR MISSION

To assist lower income families and individuals obtain and keep safe affordable housing, offer supportive services to nurture their independence, and advocate for greater opportunity.

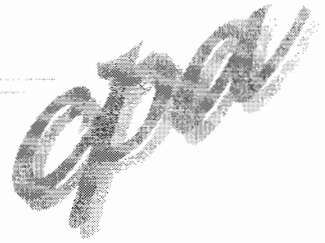
OUR VALUES AND PRINCIPLES

- LEADER:** We believe and act on our noble mission and are willing to give voice and action to our commitment to provide housing and support services to our clientele. We are also committed to developing leadership in the client base we serve.
- DIGNITY:** We believe that those with the least in our community deserve to be treated with dignity, respect and encouragement.
- BASIC RIGHT:** We believe that affordable housing is a basic human right.
- COLLABORATE:** We often form coalitions to do our work and encourage others to join with us to effect change and create results.
- PEOPLE FIRST:** We believe in our clientele and are committed to helping them see that they are productive players in our community.
- ADVOCATE:** We are advocates for our clients and their needs.

THE WAY HOME, INC.
FINANCIAL STATEMENTS
June 30, 2016 and 2015

THE WAY HOME, INC.
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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
The Way Home, Inc.
214 Spruce Street
Manchester, NH 03101

We have audited the accompanying financial statements of The Way Home, Inc., (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Way Home, Inc., as of June 30, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional expenses on page 5 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Hennessey & Vallee, PLLC

Hennessey & Vallee, PLLC
Concord, New Hampshire
September 20, 2016

THE WAY HOME, INC.
STATEMENTS OF FINANCIAL POSITION
June 30, 2016 and 2015

	2016	2015
ASSETS		
Current Assets		
Cash, unrestricted	\$ 29,544	\$ 134,069
Cash, temporarily restricted	172,875	170,442
Grants receivable	122,694	69,645
Pledges receivable	6,263	11,579
Accounts receivable	95,929	113,719
Prepaid expenses	<u>27,327</u>	<u>13,725</u>
Total current assets	<u>454,632</u>	<u>513,179</u>
Property and Equipment		
Land, buildings and improvements	2,581,807	2,581,807
Furniture and equipment	147,779	147,779
Less: accumulated depreciation	<u>(663,858)</u>	<u>(607,867)</u>
Net property and equipment	<u>2,065,728</u>	<u>2,121,719</u>
Other Assets		
Loans receivable	266,383	340,108
LSRLF receivable	32,838	33,138
Pin and book inventory	<u>1,830</u>	<u>1,830</u>
Total other assets	<u>301,051</u>	<u>375,076</u>
TOTAL ASSETS	<u>\$ 2,821,411</u>	<u>\$ 3,009,974</u>
LIABILITIES		
Current Liabilities		
Current portion of long-term debt	\$ 23,821	\$ 25,395
Deferred revenue, grants and pledges	26,707	24,701
Accounts and other payables	<u>55,171</u>	<u>78,951</u>
Total current liabilities	<u>105,699</u>	<u>129,047</u>
Long-Term Liabilities		
Notes payable, less current portion	1,869,594	1,894,831
Guaranteed security deposits, less current portion	<u>462,772</u>	<u>553,912</u>
Total long-term liabilities	<u>2,332,366</u>	<u>2,448,743</u>
TOTAL LIABILITIES	<u>2,438,065</u>	<u>2,577,790</u>
NET ASSETS		
Unrestricted	215,520	261,742
Temporarily restricted	<u>167,826</u>	<u>170,442</u>
Total net assets	<u>383,346</u>	<u>432,184</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,821,411</u>	<u>\$ 3,009,974</u>

See accompanying Notes to Financial Statements

THE WAY HOME, INC.
STATEMENTS OF ACTIVITIES
June 30, 2016 and 2015

	2016	2015
CHANGES IN UNRESTRICTED NET ASSETS		
Revenues and Gains		
Donations	\$ 34,020	\$ 84,934
Fundraising events	13,086	8,886
Rental income	221,537	187,478
Miscellaneous revenue	15,782	6,690
Insurance proceeds	3,965	298,351
In-kind contributions	34,313	53,180
Interest	31	67
Forgiveness of debt	6,670	6,670
Total revenues and gains	<u>329,404</u>	<u>646,256</u>
Net Assets Released from Restrictions		
Government grants	868,759	786,016
Foundations and other grants	145,017	192,477
Total net assets released from restrictions	<u>1,013,776</u>	<u>978,493</u>
Fund Transfers	<u>2,616</u>	<u>-</u>
Total unrestricted revenues, gains and other support	<u>1,345,796</u>	<u>1,624,749</u>
Functional Expenses		
Client services	1,270,982	1,538,287
Management and general	94,066	142,833
Fundraising	26,970	34,050
Total functional expenses	<u>1,392,018</u>	<u>1,715,170</u>
NET INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>(46,222)</u>	<u>(90,421)</u>
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS	<u>(2,616)</u>	<u>-</u>
INCREASE (DECREASE) IN NET ASSETS	(48,838)	(90,421)
NET ASSETS, Beginning of Year	<u>432,184</u>	<u>522,605</u>
NET ASSETS, End of Year	<u>\$ 383,346</u>	<u>\$ 432,184</u>

See accompanying Notes to Financial Statements

THE WAY HOME, INC.
STATEMENT OF FUNCTIONAL EXPENSES
June 30, 2016 and 2015

	Client Services	Property Management & Supportive Housing	Management & General	Fundraising & Special Events	Total 2016	Total 2015
Salaries	\$ 282,457	\$ 92,198	\$ 102,187	\$ 14,865	\$ 491,706	\$ 509,891
Benefits and payroll taxes	94,297	31,603	18,210	4,812	148,921	153,909
Professional services	11,902	4,345	8,724	-	65,519	102,691
Supplies	4,730	357	7,598	54	9,396	9,787
Telephone and internet	1,050	45	18,929	-	20,024	18,432
Postage	-	-	3,630	7	3,638	4,265
Occupancy	-	64,342	19,918	-	68,873	74,505
Insurance	-	14,030	6,663	-	20,694	18,140
Building maintenance and supplies	22,187	44,371	11,315	-	43,916	45,067
Vehicle expenses	3,528	-	-	-	3,528	2,331
Apartment furnishings	-	5,288	-	-	5,288	5,231
Depreciation	-	41,983	14,008	-	55,991	59,625
Printing	558	-	1,136	210	1,904	1,375
Travel, mileage and conferences	5,540	1,874	951	136	5,757	4,440
Memberships, fees and subscriptions	100	-	1,056	100	1,256	1,159
Meetings expense	-	-	1,577	-	4,325	6,071
HHS job expense	-	-	-	-	20	4,191
Miscellaneous expenses	2,748	-	5,845	8	3,094	2,026
Interest expense	-	2,207	-	-	2,207	2,488
In-kind goods and services	34,313	-	-	-	34,437	53,180
Payroll services	-	-	2,391	-	2,391	2,115
Non-capital equipment	-	330	1,123	728	1,851	2,673
Fundraising expense	-	-	-	6,050	6,050	4,541
Equipment rental and maintenance	-	-	8,614	-	8,614	5,724
Building repairs - 214 Spruce Flood Damages	-	15,258	-	-	21,470	254,600
Specific assistance to individuals	124,646	203,290	27	-	327,964	338,868
General program expense	-	2,851	-	-	14,466	10,963
Real estate taxes	-	18,718	-	-	18,718	16,882
Administrative and general allocation	52,776	55,471	(108,247)	-	-	-
Facility allocation	3,633	27,956	(31,589)	-	-	-
Housing Resource Center Allocation	(55,641)	55,641	-	-	-	-
Total expenses	\$ 588,824	\$ 682,158	\$ 94,066	\$ 26,970	\$ 1,392,018	\$ 1,715,170

See accompanying Notes to Financial Statements

THE WAY HOME, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2016 and 2015

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	\$ (48,838)	\$ (90,421)
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	55,991	59,625
(Increase) decrease in -		
Grants receivable	(53,049)	15,141
Pledges receivable	5,316	921
Accounts receivable	17,790	(90,340)
Prepaid expenses	(13,602)	3,087
Loans receivable	73,725	48,108
LSRLF receivable	300	200
Increase (decrease) in -		
Accounts and other payables	(23,780)	(9,212)
Deferred revenue, grants and pledges	2,006	(35,040)
Program reserves	-	(9,658)
Security deposits payable	(91,140)	18,217
Net cash provided (used) by operating activities	<u>(75,281)</u>	<u>(89,372)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Net cash provided (used) by investing activities	<u>17,312</u>	<u>-</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments	<u>(26,811)</u>	<u>(22,888)</u>
Net cash used by financing activities	<u>(26,811)</u>	<u>(22,888)</u>
NET INCREASE (DECREASE) IN CASH	(84,780)	(112,260)
CASH, Beginning of Year	<u>287,199</u>	<u>399,459</u>
CASH, End of Year	<u>\$ 202,419</u>	<u>\$ 287,199</u>

See accompanying Notes to Financial Statements

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016 and 2015

1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Organization's first program, a security deposit loan program, was created in 1987/88 by the Greater Manchester Low Income Housing Network in response to housing concerns identified in a United Way Community Needs Study. Services began in Manchester, NH in January 1988 under a fiscal agent with the Network serving as an Advisory Committee. The Organization was incorporated as a NH nonprofit on August 25, 1989 to assure continuation of this housing assistance program. It was originally known as The Security Deposit Loan Fund of Greater Manchester. Its primary purpose was to make loans that will be utilized for the security deposits, targeting low-income households, which, without the security deposit loan and housing counseling services would otherwise remain or become homeless.

During the fiscal year ended June 30, 1998, the Organization changed its' name to The Way Home, Inc. The Organization believed this new name more effectively reflected the purpose of the Organization, more properly represented the growth of purpose from its original concept, and more easily linked into the service areas that clients will need.

The Organization's office is located in Manchester, New Hampshire. Services provided include:

- Homeless prevention, outreach & intervention services, including homelessness prevention grants
- Rental housing counseling which teach tenants self-help skills, provides housing advocacy, and assists with landlord negotiations
- Financial management education for homeless persons, low income renters, and at-risk homeowners
- Housing counseling for at-risk home owners with a focus on foreclosure prevention
- Steps to success coaching and workshops on self-sufficiency skills
- Healthy home services to help address in-home environmental hazards with a special focus on vulnerable populations
- A housing resource center, a welcoming week-day facility for homeless and at-risk individuals
- Transitional housing apartments for homeless children and their families
- Development and/or management of supportive housing for several special needs populations, including chronically homeless individuals/families and homeless veterans
- Community advocacy to help the voice of low income households be heard on housing related issues

Method of Accounting

The Organization uses the accrual method of accounting, recognizing income when earned rather than received and expenses when incurred rather than when paid.

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016 and 2015

1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Standards of Accounting and Financial Reporting

During 1995, the Organization adopted Statement of Financial Accounting Standards (SFAS) No. 116, Accounting for Contributions Received and Made, and SFAS No. 117, Financial Statements for Not-for-Profit Organizations. SFAS No. 116 requires that certain unconditional promises to give (pledges) and contributions be recorded as support in the period received.

SFAS No. 117 establishes standards for general purpose external financial statements for not-for-profit organizations and requires that resources be classified for accounting and reporting categories according to externally (donor) imposed restrictions as follows:

Unrestricted Net Assets – Include the portion of expendable unrestricted funds that are available for support of the Organization’s operations. In a prior year, the Board of Directors designated restrictions on portions of the net assets as classified on the statements of financial position.

Temporarily Restricted Net Assets – Include the portion of funds for which donor or grantor restrictions have not yet been met, and for which the ultimate purpose of the proceeds are not permanently restricted.

Permanently Restricted Net Assets – Include the portion of funds that by donor or grantor restriction require the corpus be invested in perpetuity and only the income be made available for programs or operations in accordance with donor restrictions.

Estimates

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

Statements of Cash Flows

The Organization has adopted Financial Accounting Standard No. 95. “Statements of Cash Flows”. For purposes of this statement, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Fixed Assets

The Organization capitalizes property and equipment over \$1,500. Lesser amounts are expensed. Purchased property and equipment is capitalized at cost. Depreciation on equipment is computed using the straight-line method over an estimated useful life of 3 to 10 years. The building and renovations are being depreciated over an estimated life of 20 to 50 years. See Note 6 regarding donated equipment.

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016 and 2015

1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the United States Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization's Forms 990, Return of Organization Exempt from Income Tax, for the years ending June 30, 2016, 2015 and 2014 are subject to examination by the IRS, generally for three years after they are filed.

Deferred Revenue

Funds restricted by grantors for particular operating purposes are deemed to be earned and reported as revenues of the particular fund when the Organization has incurred expenditures in compliance with the specific restrictions. Such amounts received or receivable but not yet earned are reported as deferred revenue. At June 30, 2016 and 2015 there was deferred revenue of \$26,707 and \$24,701 respectively.

Gifts of Cash, Assets and Services

The Organization reports gifts of cash and other assets as restricted support if they are received with donor stipulations.

When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Gifts of long-lived assets with restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained; the Organization reclassifies long-lived assets as unrestricted net assets when the assets are placed in service.

The Organization reports gifts of land, buildings, and equipment, if any, as unrestricted support if there are no donor restrictions. See also Note 6 regarding in-kind contributions.

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016 and 2015

2. NOTES PAYABLE OBLIGATIONS

At June 30, 2016 and 2015, the Organization had the following mortgage note obligations:

	June 30, 2016	June30, 2015
Note payable to the NH Housing Finance Authority dated October 11, 2001, 0% interest, secured by real estate located at 214 Spruce Street, Manchester, NH with conditional repayment terms which expire after 30 years	\$ 532,533	\$ 532,533
Note payable to the City of Manchester, NH dated June 12, 2001, 0% interest, secured by real estate located at 214 Spruce Street, Manchester, NH with conditional repayment terms which expire after 20 years	26,630	33,300
Note payable to the NH Housing Finance Authority dated December 3, 2008, 1.5% interest, with monthly payments of principle and interest of \$604.17 beginning February 1, 2009, due in full on January 1, 2039, secured by real estate located at 14-16 and 24-26 Ferry Street, Allentown, NH	135,553	139,992
Note payable to the NH Housing Finance Authority dated December 3, 2008, 0% interest, payable on or before June 24, 2028, secured by real estate located at 14-16 and 24-26 Ferry Street, Allentown, NH	356,128	357,944
Note payable to the City of Manchester, NH dated October 31, 2012, 0% interest, secured by real estate located at 502 Spruce Street, Manchester, NH with conditional repayment terms expiring after 5 years	44,999	44,999
Note payable (non-recourse) to the NH Housing Finance Authority, dated March 17, 2010, 0%, 30-year term for the purpose of acquisition, construction and permanent financing of Spruce Keys at 224 Spruce Street, Manchester, NH	492,448	492,448
Note payable and Tax Credit Loan, City of Manchester, NH, dated August 7, 2012, 0% interest paid on October 1 st each year for 25 years beginning in 2013, secured by real estate located at 85-87 Laurel Street, Manchester, NH	305,124	319,011
Total long-term debt	1,893,415	1,920,227
Less: current portion	(23,821)	(25,396)
Total long-term debt, net of current portion	\$ 1,869,594	\$ 1,894,831

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016 and 2015

2. NOTES PAYABLE OBLIGATIONS (CONTINUED)

Aggregate maturities on all the loan obligations are as follows:

June 30,		
2017	\$	23,821
2018		23,911
2019		24,003
2020		24,096
Future years		<u>1,797,584</u>
Total		<u>\$ 1,893,415</u>

Both of the \$532,533 and the \$26,630 loans are financed with federal funding through the HOME Investment Partnership Program.

As long as the Organization continues to comply with the terms of these loans, that is to provide housing and related services to low income, nearly homeless families, the Organization will not be required to repay these loans or any imputed interest on these obligations.

Under the terms of the City of Manchester \$26,630 loan, upon receipt and approval of annual compliance reports, the Organization can decrease the outstanding principal of the mortgage by 6.67% (\$6,670) per year, commencing June 12, 2007. As of June 30, 2016 pursuant to these terms, the Organization has reduced its liability by a total of \$73,370.

Under the terms of the \$356,128 New Hampshire Housing Finance Authority loan, the Organization is required to segregate reserves to meet future insurance, real estate taxes, and maintenance and replacement obligations. The Organization maintains separate restricted accounts to meet these requirements.

The \$356,128 note is financed with federal funding through the HOME Investment Partnership Rental Housing Production Program and is subordinate to the NH Housing Financing Authority 1.75% interest-bearing note.

3. CAPITAL AND OPERATING LEASE OBLIGATIONS

There were no operating leases as of June 30, 2016 and 2015.

4. ACCRUED COMPENSATED ABSENCES

The Organization had a policy to provide paid vacation benefits based on length of employment. At June 30, 2016 and 2015, the Organization recognized \$24,295 and \$24,253 for unused vacation compensation, respectively.

The Organization provides paid leave time for illness, jury duty, bereavement, military duty or other personal reasons. Pursuant to the Organization's personnel handbook adopted September 1996, family leave does not carry any monetary value. Pursuant to FASB #43, it is not required to accrue any liability for non-vested sick leave.

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016 and 2015

5. RESTRICTED AND BOARD DESIGNATED NET ASSETS

Effective September 30, 1992, the Board of Directors of the Organization voted to segregate funds restricted by grantors for security deposit loans from the loan fund balance, with the excess designated by the board as restricted loan funds.

See also Notes 2 and 8 regarding loans and funds restricted for guaranteed security deposits and other board restricted funds.

6. IN-KIND CONTRIBUTIONS

The Organization makes use of volunteer services to supplement its operations and control operating expenses. Donated services are valued in a manner consistent with federal guidelines and volunteer services organization rates. The contribution of services is recognized if the services received (a) create or enhance non-financial assets or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

These financial statements reflect the fair value of donated goods/equipment and services received in the current fiscal year as in-kind income and related expense in the amount of \$34,313 and \$53,180, respectively for the years ended June 30, 2016 and 2015.

The value of donated services and equipment, food and supplies included in the June 30, 2016 and 2015 financial statements and the corresponding expenditures are as follows:

	2016	2015
Operating Fund		
Revenue-		
In-Kind Contributions	<u>\$ 34,313</u>	<u>\$ 53,180</u>
Expenses-		
In-Kind Services:		
Client services	\$ 25,663	\$ 37,959
Management and general	0	0
Fundraising	<u>0</u>	<u>0</u>
	<u>\$ 25,663</u>	<u>\$ 37,959</u>
In-Kind Equipment and Supplies:		
Client services	\$ 8,650	\$ 15,221
Management and general	0	0
Fundraising	<u>0</u>	<u>0</u>
	<u>\$ 8,650</u>	<u>\$ 15,221</u>

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016 and 2015

7. LOANS RECEIVABLE AND ALLOWANCE FOR UNCOLLECTIBLE RECEIVABLES

During its first year of operation the Organization implemented an Allowance for Uncollectible Receivables for the security deposit loan program. The allowance was calculated by a formula at an accrual rate of 50% of loans extended.

In 1991 a Letter of Guarantee was instituted to maximize the benefit of this limited resource. In 1993 The Way Home's Security Deposit Guarantee became the model for the State of New Hampshire Housing Security Guarantee Program. In 1996, the Board of Directors voted to formalize the structure of the security deposit loan program, including the allowance for uncollectible receivables. With increased use of the NH HSGP program (see Note 8) the policy was revised to provide an uncollectible allowance only on those guarantees not underwritten by the NH HSGP program. By Fiscal Year 2016, all security deposit loan receivables were underwritten by a funder in a manner that allowed for closing of the remaining uncollectible receivables.

8. GUARANTEED SECURITY DEPOSITS

A Letter of Guarantee Program has been developed and implemented by the Organization. Pursuant to this program, the Fund guarantees that a landlord will receive the appropriate percentage of a security deposit when the Fund's client vacates an apartment or the full security deposit when the client has completed their loan repayment. The program requires the landlord to communicate with the Fund and become more active in the deposit process

In 1993 NH State Legislation used The Way Home's Security Deposit Guarantee Program as its model in creating the Housing Security Guarantee Program (HSGP). In Fiscal Years 2015 and 2016, this resource underwrote more than 80% of the Letters of Guarantee issued by The Way Home for its Housing Assistance program. The NH Housing Security Guarantee Program provides guarantees for rental security deposits to eligible persons in accordance with New Hampshire RSA 126: A, 50.

Funds related to the State guarantee program may be drawn only upon determination of uncollectibility of a security deposit loan.

Because the Organization now has an underwriter for a significant amount of the guarantees, and after careful study, the Organization has revised the policy of providing a reduction in cash reserve requirements for all guarantees to a minimum of 50% of guarantees not covered by the NH Housing Security Guarantee Program.

9. SPECIAL ASSISTANCE TO INDIVIDUALS

Pursuant to the requirements of grantors, during 2016 and 2015 the Organization distributed \$327,964 and \$338,868, respectively, on behalf of individuals for such items as security deposits, rents, utilities, to end or prevent homelessness. More than 85% of this assistance was in the form of grants for qualified individuals, underwritten by several different program funds, including HUD HOME Tenant Based Rental Assistance, HUD Emergency Solutions Grant, HUD Continuum of Care Permanent Supportive Housing, and NH State Grant in Aid. The remaining assistance for homeless and at-risk renters was in the form of default reimbursement for the rental assistance loans, underwritten by NH HSGP and NH HHARLF programs.

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016 and 2015

10. HEALTHY HOME SERVICES PROGRAM

The Way Home's Healthy Home Services grew out of a special project, begun with EPA funding in 1995, to empower a group of low income tenants in Manchester to work in collaboration with the Manchester Health Department to build a grassroots Lead Poisoning Prevention campaign.

The result is a peer educator empowerment process that guides emerging leaders from the low-income community. In 1997 the leadership of these low income women created The Way Home's Healthy Home Services to protect children from environmental hazards in the home. Through their work, the City of Manchester was named as an EPA Child Health Champion Community and also secured HUD grants to remediate lead paint hazards. The Way Home served on the 2007 NH Lead Poisoning Prevention Legislative Study Commission and is serving on the NH Healthy Homes Steering Committee and the City of Manchester Healthy Homes Partnership. Project staff includes a Healthy Home Specialist and housing counselors/advocates trained in healthy home education. The team has been called upon by the Manchester Health Department to assist tenants living with pest infestations. The Fiscal Year 2016 and 2015 program included a special EPA Environmental Justice Project to provide tenant education and support services to help low income tenants do their part as a key component of Integrated Pest Management in rental housing; and a Healthy Home Contract with the City of Manchester as part of its HUD Lead Hazard Reduction Demonstration Grant funded healthy housing program. The Way Home's Healthy Home Services Program includes healthy home apartment inspections, in-home peer support with education and resources, education on lead poisoning prevention and safe pest management, education on reporting substandard housing conditions.

11. STEPS TO SUCCESS SUPPORTIVE SERVICES LINKED TO HOUSING COUNSELING & SUPPORTIVE HOUSING PROGRAMS

Steps to Success Supportive Services build skills for homeless and at-risk clients to gain access to and remain in permanent housing. The Organization's Steps to Success program is provided by Housing Counselors and Housing Advocates who help individuals to set appropriate goals and coach them on action steps to meet these goals. These supportive services are available to clients in The Way Home's transitional housing, permanent housing, and general housing counseling programs. In fiscal year 2016 and 2015, The Way Home owned and/or leased 51 units of housing, including 7 transitional units in its 214 Spruce Street facility, which opened in 2002. The Way Home's Steps to Success supportive services are also used as part of its HUD Continuum of Care (CoC) funded permanent supportive housing programs; its HUD ESG & HUD CoC funded rapid re-housing programs; and for special needs clients in its general housing counseling programs.

12. UNDER THE BRIDGE PROGRAM

The Organization has been instrumental in the publication of a book of stories and poems written by Manchester, NH homeless individuals. It is a self-advocacy and fund-raising program that serves as a tool for training staff who work with the homeless and at-risk population and for general public information. Proceeds from the sale of the book are used for special needs of The Way Home's homeless clients and the very poor clients at risk of homelessness.

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016 and 2015

13. MERCY FUND PROGRAM

Donations relative to this program are managed by a staff member affiliated with the Sisters of Mercy and are committed to service to the poor. It provides assistance to the Organization's clients with basic necessities.

14. HOMELESS HOUSING AND ACCESS REVOLVING LOAN FUND (HHARLF) PROGRAM

The New Hampshire Department of Health and Human Services Bureau of Homeless and Housing Services began administering a new program, the Homeless Housing and Access Revolving Loan Fund, set forth by State Legislation in 2007 to assist homeless persons to secure an apartment. The Way Home, Inc., as a local provider for the Bureau's homeless prevention intervention services, began implementing this new program in January 2008. The HHARLF Program provides guarantees of rental security deposits and/or first month's rent to eligible persons. This is a loan program with a guarantee to the landlord that, in the event of a default, they will be reimbursed the amount of the security deposit. The client will be responsible to make monthly payments towards the security deposit and/or first month's rent to the HHARLF provider and, when the deposit is paid in full, the security deposit will be transferred to the landlord.

15. HUD CERTIFIED HOUSING COUNSELING AGENCY PROGRAM

Since 2002, the Organization has been approved by the U.S. Department of Housing and Urban Development (HUD) as a Housing Counseling Agency. As such, the Organization provides one on one counseling and group education classes for homeless persons, low income renters, and homeowners at-risk of foreclosure. Applicants for The Way Home's housing services are scheduled for a needs assessment with a housing counselor. Those seeking rental assistance are also scheduled for a Financial Literacy Class. Homeless persons are helped to access shelter & services and take steps to succeed in rental housing. Renters are helped to make housing more affordable, prevent eviction, and work with landlords to reduce in-home health hazards. Homeowners are helped to prevent loss of their home. Those who cannot save their home are helped to secure rental housing.

16. PERMANENT SUPPORTIVE HOUSING – YOUR WAY HOME PROGRAM

During the fiscal year ending June 30, 2007, the Organization began the Your Way Home Program.

Permanent Supportive Housing is an intensive model of housing and services designed to serve individuals with a disabling condition that contributed to long term homelessness.

During fiscal year ending 2016, the Organization was awarded federal funding to provide help for these homeless individuals and families.

THE WAY HOME, INC.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016 and 2015

17. MORTGAGE RESETTLEMENT THRU NH HOUSING

In 2012 the State of New Hampshire launched a robust foreclosure intervention initiative (the Program). This three-year program is being supported by \$3.5 million from the National Mortgage Settlement. The State, through the Department of Justice and the Banking Department, contracted with New Hampshire Housing to administer the Program. New Hampshire Housing is charged with supporting a statewide network of counseling organizations to provide effective pre and post foreclosure intervention and counseling at no cost to at-risk homeowners. The counseling agencies will empower and assist at-risk homeowners in making informed and realistic choices about their individual housing futures. The Program is part of a larger effort, which includes separate funding for legal services through the New Hampshire Foreclosure Relief Project.

The Way Home was awarded funds in the fiscal year 2013 as part of a competitive RFP issued by NH Housing in 2012 for a three-year program with funding being awarded annually. The first award of \$75,000 began on February 1, 2013. Funding was increased to \$95,000 for years two and three. This program represents 29 of the total leased or owned units of 51.

18. RELATED PARTY TRANSACTIONS

Currently, two Board of Director members are also clients of the Organization who receive services from the Organization. The Board of Directors is aware of the relationship and the individuals' services are monitored by an employee of the Organization.

19. SUBSEQUENT EVENTS

The organization has evaluated subsequent events through September 20, 2016, the date which the financial statements were available to be issued.

The Way Home
Schedule of Rental Operations Expenses - Project #90275 - 214 Spruce Street
For the Fiscal Year Ended June 30, 2016

Expenses:	FY16	FY15
Administrative:		
Management Fee	10,214	7,231
Marketing		
Audit Expense	1,500	1,500
Legal	126	
Other Admin	37,613	39,135
Total Admin Expense:	49,453	47,866
Utilities:		
Electricity	6,379	6,392
Fuel	1,778	2,413
Water-Sewer	1,884	1,854
Other Utility Expense	1,806	1,670
Total Utility Expense:	11,847	12,329
Maintenance Expense:		
Custodial Payroll		1,963
Custodial Supplies	527	720
Maintenance Support	23,918	14,182
Exterminating		
Trash Removal	766	54
Snow Removal	774	5,335
Painting & Decorating	4,560	3,495
Grounds & Landscaping	13	
HVAC Repairs & Maintenance		
Elevator Repairs & Contract	120	120
Repairs (Materials)		
Repairs (Contract)	3,909	1,860
Other Maintenance	1,161	
Total Maintenance Expenses:	35,748	27,729
General Expenses:		
Insurance	4,425	3,613
Uncollectible Accounts	2,143	
Total General Expenses:	6,568	3,613
Total Rental Operations Expense:	103,616	91,537

The Way Home
Schedule of Receipts & Disbursements - Project #90275 - 214 Spruce Street
Operating Account for the Fiscal Year Ended June 30, 2016

Source of Funds:	FY16	FY15
Rental Operations:		
Tenant Paid Rent	26,416	20,268
HAP Rent Subsidy	222	9,975
HOME Rental Assistance	21,991	2,056
Total Rental Operations:	48,629	32,299
Other Income:		
Service Income	696	684
Interest Income	1	24
Insurance - Loss of Business Income		15,874
Other Income - SGIA Shelter Funds	25,286	25,285
Other Income - Program Grants/Fundraising	29,853	
Other Income - Apartment Damages & Fees	276	
Total Other Income:	56,112	41,867
Total Rental Operations Receipts:	104,741	74,166
Disbursements:		
Administrative	49,453	47,866
Utilities	11,847	12,329
Maintenance	35,748	27,729
General	6,568	3,613
Other		
Total Rental Operations Disbursements:	103,616	91,537
Cash Provided by Rental Operations before Debt Service:	1,125	(17,371)
Amortization of Mortgages		
Cash Provided by Rental Operations after Debt Service:	1,125	(17,371)
Other Receipts:		
Ttransfer from Tenant Security Deposit Account		
Ownership Advances		
Ttransfers 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:	(3,075)	(21,571)
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	(3,075)	(21,571)

The Way Home
 Schedule of Restricted Cash Reserves and Escrows - Project #90275 - 214 Spruce Street
 For the Fiscal Year Ended June 30, 2016

Description of Fund:	Deposits: Balance at Beginning of Year	Transfers from Operations Account	Deposits Surplus Cash Insurance	Net Interest Earned	Withdrawals:		Balance End of Year
					Transfer to Operations Account	Insurance Claim Vendors Transfers	
Restricted Accounts:							
Tax Reserve	2,518.54	4,329.52	2,388.78	0.00	4,329.52	0.00	4,907.32
Insurance Reserve	7,267.41	7,821.00	0.00	0.00	4,425.22	5,000.00	5,663.19
Replacement Reserve	30,144.90	4,200.00	16,830.15	4.64	7,529.70	0.00	43,649.99
Operating Reserve	36,702.81	0.00	0.00	3.66	0.00	0.00	36,706.47
Other Reserve							0.00
Total Restricted Cash Reserves & Escrows	76,633.66	16,350.52	19,218.93	8.30	16,284.44	5,000.00	76,708.04

**The Way Home
Schedule of Surplus Cash Calculation
Project #90275 - 214 Spruce Street
For the Fiscal Year Ended June 30, 2015**

Net Income/(Loss)	1,125
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	(3,075)
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, 2016

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

The Way Home
Schedule of Rental Operations Expenses - Project #90472 - Ferry Street - Allentown
For the Fiscal Year Ended June 30, 2016

Expenses:	FY16	FY15
Administrative:		
Management Fee	9,803	8,290
Marketing		
Audit Expense	500	500
Legal		
Other Admin	19,603	12,745
Total Admin Expense:	29,906	21,535
Utilities:		
Electricity	3,828	4,011
Fuel	4,382	6,682
Water-Sewer	4,390	3,690
Other Utility Expense		
Total Utility Expense:	12,600	14,383
Maintenance Expense:		
Custodial Payroll	0	147
Custodial Supplies	0	202
Maintenance Support	20,458	17,776
Exterminating	0	0
Trash Removal	1,566	640
Snow Removal	700	7,380
Painting & Decorating	634	411
Grounds & Landscaping	2,550	489
HVAC Repairs & Maintenance	0	0
Elevator Repairs & Contract	0	0
Repairs (Materials)	0	0
Repairs (Contract)	5,815	1,675
Other Maintenance	6,213	
Total Maintenance Expenses:	37,936	28,720
General Expenses:		
Insurance	3,259	2,877
Real Estate Taxes	5,300	5,300
Uncollectible Accounts		
Mortgage Interest Payments	2,207	2,488
Total General Expenses:	10,766	10,665
Total Rental Operations Expense:	91,208	75,303

The Way Home
Schedule of Receipts & Disbursements - Project #90472 - Ferry Street
Operating Account for the Fiscal Year Ended June 30, 2016

Source of Funds:	FY16	FY15
Rental Operations:		
Tenant Paid Rent	61,551	49,077
HAP Rent Subsidy	33,518	35,482
HOME Rental Assistance		
Total Rental Operations:	95,069	84,559
Other Income:		
Service Income	509	461
Interest Income	4	8
Commercial Income		
Other Income - Insurance Proceeds	3,965	
Other Income - Program Grants/Fundraising		
Other Income - Apartment Damages & Fees	1,000	
Total Other Income:	5,478	469
Total Rental Operations Receipts:	100,547	85,028
Disbursements:		
Administrative	29,906	21,535
Utilities	12,600	14,383
Maintenance	37,936	28,720
General	10,766	10,665
Other		
Total Rental Operations Disbursements:	91,208	75,303
Cash Provided by Rental Operations before Debt Service:	9,339	9,725
Amortization of Mortgages		
Cash Provided by Rental Operations after Debt Service:	9,339	9,725
Other Receipts:		
Transfer from Tenant Security Deposit Account		
Ownership Advances		
Transfers from Restricted Cash Reserves & Escrows		5,877
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	4,439	4,762
Net Increase or (decrease) in Project Account Cash:	(2,300)	3,640
Project Account Cash Balance at Beginning of Year	(79,252)	(82,892)
Project Account Cash Balance End of Year	(81,552)	(79,252)
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, 2016

Description of Fund:	Deposits:		Net Interest Earned	Withdrawals:	
	Balance at Beginning of Year	Transfers from Operations Account		Transfer to Operations Account	Balance End of Year
Restricted Accounts:					
Tax Reserve	19,516.01	5,800.00	1.55	19,600.00	5,717.56
Insurance Reserve	3,275.43	2,730.00	0.00	3,258.88	2,746.55
Replacement Reserve	38,782.76	6,600.00	4.32	0.00	45,387.08
Operating Reserve	287.12	0.00	0.00	0.00	287.12
Other Reserve	17.40	0.00	0.00	0.00	17.40
Total Restricted Cash Reserves & Escrows	61,878.72	15,130.00	5.87	22,858.88	54,155.71

**The Way Home
Schedule of Surplus Cash Calculation
Project #90472 - Ferry Street - Allentown
For the Fiscal Year Ended June 30, 2016**

Net Income/(Loss)	9,339
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	(2,304)
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, 2016

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

Note: Distributions of \$1,256 for FY14 and \$1,816 for FY15
 totalling \$3,172 were received

The Way Home
Schedule of Rental Operations Expenses - Project #90538- 224 Spruce Street
For the Fiscal Year Ended June 30, 2016

Expenses:	FY16	FY15
Administrative:		
Management Fee	3,845	3,915
Marketing		
Audit Expense	1,000	1,000
Legal		
Other Admin	9,625	8,559
Total Admin Expense:	14,470	13,474
Utilities:		
Electricity	1,963	4,160
Fuel	2,007	1,388
Water-Sewer	3,608	2,281
Other Utility Expense		
Total Utility Expense:	7,578	7,829
Maintenance Expense:		
Custodial Payroll		337
Custodial Supplies		
Maintenance Support	9,432	7,048
Exterminating		
Trash Removal	72	
Snow Removal	730	440
Painting & Decorating		
Grounds & Landscaping		
HVAC Repairs & Maintenance		
Elevator Repairs & Contract		
Repairs (Materials)		
Repairs (Contract)	2,037	
Other Maintenance	1,954	1,884
Total Maintenance Expenses:	14,225	9,709
Depreciation & Amortization:		9,947
General Expenses:		
Insurance	2,058	1,749
Real Estate Taxes	4,330	6,805
Uncollectible Accounts		
Mortgage Interest Payments		
Total General Expenses:	6,388	8,554
Total Rental Operations Expense:	42,661	49,513

The Way Home
Schedule of Receipts & Disbursements - Project #90538 - 224 Spruce Street
Operating Account for the Fiscal Year Ended June 30, 2016

Source of Funds:	FY16	FY15
Rental Operations:		
Tenant Paid Rent	15,245	10,890
HAP Rent Subsidy	24,187	28,135
HOME Rental Assistance		1,115
Total Rental Operations:	39,432	40,140
Other Income:		
Service Income		
Interest Income	1	14
Commercial Income		
Other Income - SGIA Shelter Funds		
Other Income - Program Grants/Fundraising		
Other Income - Apartment Damages & Fees		
Total Other Income:	1	14
Total Rental Operations Receipts:	39,433	40,154
Disbursements:		
Administrative	14,470	13,474
Utilities	7,578	7,829
Maintenance	14,225	9,709
General	6,388	8,554
Other		
Total Rental Operations Disbursements:	42,661	39,566
Cash Provided by Rental Operations before Debt Service:	(3,228)	588
Cash Provided by Rental Operations after Debt Service:	(3,228)	588
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:	(4,236)	(420)
Project Account Cash Balance at Beginning of Year	10,140	10,560
Project Account Cash Balance End of Year	5,904	10,140
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, 2016

Description of Fund:	Deposits: Balance at Beginning of Year	Transfers from Operations Account	Net Interest Earned	Withdrawals: Transfer to Operations Account	Balance End of Year
Restricted Accounts:					
Tax Reserve	2,561.95	6,476.35	0.00	6,718.30	2,320.00
Insurance Reserve	2,073.54	2,028.00	0.00	2,058.24	2,043.30
Replacement Reserve	5,277.00	1,008.00	0.00	3,000.00	3,285.00
Operating Reserve	15,003.80	0.00	0.98	0.00	15,004.78
Other Reserve					0.00
Total Restricted Cash Reserves & Escrows	24,916.29	9,512.35	0.98	11,776.54	22,653.08

**The Way Home
Schedule of Surplus Cash Calculation
Project #90538 - 224 Spruce Street
For the Fiscal Year Ended June 30, 2016**

Net Income/(Loss)	(3,228)
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	(4,236)
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, 2016

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

The Way Home Board of Trustees – as of May 1, 2017
Officer Terms End June 2017

Brian Shaughnessy - Board President **Serving 2nd 3-year Term- Off 6/2018**
Kazan & Shaughnessy, PLLC 24 Eastman Avenue - Suite C3 Bedford, NH 03104 - *Attorney*
(603) 644-4357 ext 1 (Office) Fax: 624-2550 Brian@kskmlaw.com

Sara Beaudry - Board Vice President **Start on Board 2/2015**
Intown Manchester - 1000 Elm Street, Manchester NH 03101 - *Executive Director*
(603) 645-6285 sbeaudry@intownmanchester.com

Kaylyn Landry – Board Treasurer **Serving 2nd 3-year Term- Off 6/2018**
BerryDunn 1000 Elm Street 15th Floor Manchester, NH 03101 - *CPA, Sr. Auditor*
(603) 518-2652 klandry@berrydunn.com

Linda Grant – Board Secretary (CHDO) **Start on Board 8/2015**
224 Spruce Street #2 - Manchester, NH 03103
(603) 793-0196 linda62983@gmail.com

Rick Blais - Board President-Elect **Start on Board 6/2015**
Primerica Advisors - 735 Chestnut Street - Manchester, NH 03103 - *Senior Vice President*
(603) 370-0776 (Cell) rickblais@gmail.com

Lynda Kanteres – Board Member **Serving 2nd 3-year term - Off 6/2017**
Kanteres Real Estate. 36 Salmon Street, Manchester, NH 03104 - *Realtor*
(603) 669-2921 (Office) (603) 512-8701 (Cell) lyndakanteres@yahoo.com

Ellen Kurtz – Board Member (CHDO) **Serving 2nd 3-year Term- Off 6/2018**
59 Old Hackett Hill Road #22, Manchester, NH 03102
(603) 669-6643 (C) 828-5355 ekurtzrsm@gmail.com

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*
(609) 412-9469 rpreviti@slvlaw.com

David “Rocky” Rothwell – Board Member (CHDO) **Serving 2nd 3-year Term- Off 6/2019**
166 Lake Avenue #16 - Manchester, NH 03103 - *Veteran, Low Income Representative*
(603) 486-4899

Ron Sayres - Board Member (CHDO) **Serving 2nd 3-year term - Off 6/2019**
SKY Counseling Services LLC - 36 Loudon Rd, Pittsfield, NH 03263 - *MS, MLADC*
(603) 848-0643 rsayresmladc@hotmail.com

Greg Timbas – Board Member **Serving 2nd 3-year Term- Off 6/2018**
Edward Jones Investments-76 Webster Street–Suite#1-Manchester, NH 03104 - *Financial Advisor*
(603) 624-5558 Greg.timbas@edwardjones.com

Mary Beth White - Board Member **Enters 2nd 3-year term 6/2018**
Bank of New Hampshire - 62 Pleasant Street - Laconia, NH 03246-3422 *AVP-Banking Office Manager*
(603) 528-8144 whitem@laconiasavings.com

The Way Home: Staff Vitae & Resumes

Executive Director: Mary Sliney (**FT**), has managed The Way Home's programs since 1988. An empowerment educator with a Masters in Science Teaching, Ms Sliney has a special concern for Manchester's low-income families with whom she began working in 1976 as a tenant leader while living at a public housing project. A 1986 United Way community needs strategy session on access to affordable housing resulted in a Low-income Housing Network for which Ms Sliney served as facilitator/convener from 1987-1997. The Network's first project was to create a loan fund for security deposits. Ms Sliney was hired to staff the Security Deposit Loan Program which, under her leadership has expanded its services into what is now The Way Home with programs in Housing Counseling, Homeless Prevention / Intervention, and Supportive Housing. With her work for The Way Home, Mary creates opportunities for individuals from the low-income community to help others access safe, affordable housing and gain the skills and resources to succeed in their housing. Mary connects these grassroots peer educators with officials in HUD funded programs, working with NH Housing, Manchester Housing Authority, and Fair Housing Project of NH Legal Assistance. Through Ms. Sliney's leadership, The Way Home was recognized in 2000 with a HUD Best Practice Award and the NH Corporate Fund Dunfey Award for Excellence in Management. In addition to her work at The Way Home, Ms. Sliney is a co-founder of the Manchester Area Homeless Continuum of Care and a member of the NH Healthy Home Steering Committee. Ms. Sliney is a graduate of the Chamber of Commerce Leadership Manchester Class of 1998 and Leadership NH Class of 2002.

Director of Finance and Administration: Anne Rawson (FTE), hired July 2007, oversees business aspects of agency. Anne Rawson manages the Business Office and handles all levels of accounting. Anne provides administrative support in the following areas: finance, business planning and budgeting, human resources, administration, and IT. She works closely with the Executive Director, the Board Executive Committee and Finance Committee. Her work with the comprehensive housing counseling program includes grant budget management, payment of operating expenses and human resources management of program staff. Anne is responsible for facility management including 214 Spruce Housing Resource Center and Transitional Shelter. Anne has worked in NonProfit fiscal management since 1972; prior to The Way Home served as Director of Finance & Human Resources with Bi-State Primary Care Association in Concord, NH (2001-07), Fiscal Officer for Community Action in Haverill, MA (1997-2000), Associate Executive -Finance & Personnel for Beverly Regional YMCA in Beverly, MA (1991-1997), and various Business Office roles for Endicott College in Beverly, MA (1972-1991).

Housing Counselor / Homeless Program Assistant Manager: Izet Hamidovic (**PT**) 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. In 2004 The Way Home hired Izet as a full-time housing counselor and part-time community builder for homeless clients. 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 has provided homeless outreach and has coordinated services

with area homeless shelters. 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 also worked as an advocate for refugees and added to The Way Home's capacity to serve multi-cultural clients.

In 2007, Izet became chair of the Manchester Continuum of Care Homeless Liaison Committee. From 2007-2012 he worked 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. For the last several years, Izet has been working with HUD and VA programs to house homeless veterans, opening more than 30 units of permanent housing for chronically homeless persons. Izet assists with the implementation of HUD funded HPRP and ESG Homelessness Prevention & Rapid ReHousing Programs. In 2014 Izet became The Way Home's Homeless Program Management Assistant. He monitors HMIS data quality and assists staff with HUD homeless program compliance.

Housing Counselor: Dianne Pitts (PT), Housing Counselor for The Way Home since 1991, is a skilled interviewer and teacher. Ms. Pitts has an Associate's Degree in Human Services and seventeen years of experience in housing counseling. In her role as Housing Services Program Director, Ms. Pitts is the Housing Counseling team leader. While providing excellent client service in one-on-one counseling, she works with her team to monitor intake activities; update procedures; and train Housing Counseling staff and volunteers. Ms Pitts leads weekly team meetings for housing counseling case management review.

Ms Pitts excels as a housing counseling interviewer. She is able to create an atmosphere in which the applicant can tell their story and discuss strategies for achieving success. Ms. Pitts' experience with the state and local housing authorities' Family Self-Sufficiency programs has been very helpful in developing case plans for follow-up on action steps outlined during the housing counseling interview. Additionally, Ms. Pitts has excellent rapport with staff from partnering social service agencies, property owners, housing authorities, making her a proficient advocate to open doors and remove barriers for housing counseling clients. Her working relationship with landlords strengthens the program's ability to mediate when a client is in crisis.

In 1998 Dianne worked with Mary Sliney to develop The Way Home's "Steps to Success" Training, Housing Advocacy, and Homeless Supportive Services. From 2002-2016 Dianne managed our Transitional Shelter for homeless families. In July 2016, Dianne reduced her work scope to Senior Housing Counselor (10 hrs/wk).

Senior Housing Counselor: Lea Key (FT) became a Housing Counselor in 2000 after two-years of service as an AmeriCorps Housing Advocate helping low-income tenants correct rental history reports which were blocking their access to housing. As a Housing Advocate, Lea gained practical experience with court advocacy regarding evictions. In her Housing Counseling role, Lea is very effective in landlord negotiations.

Earning a BS in Human Services (2003), while raising four children on a low-income and caring for a physically disabled child, Lea has become an expert on budget skills that blend careful management of their household income with effective use of community resources. Lea has direct access to state and local welfare providers and the full range of mainstream services and other community services that can

assist low-income clients. She uses her experiences to advocate for options in housing for persons with disabilities. Lea also specializes in homeless prevention in which a wrap-around of services and a past rent payment plan are used to stop the eviction process. Lea Key also provided housing counseling for the NH Department of Corrections Re-entry Program (2005-06) and is currently serving on the Advisory Board for Re-Entry Program. With Lea's work, The Way Home's rental housing counseling is used to increase the likelihood of successful return to the community.

Lea Key has developed skills in client data management, having taken a variety of HUD workshops at the Manchester Field Office. Lea Key served on the Manchester Homeless Continuum of Care Data committee- 2003- 2006. Lea has also done logic model training - 2006 with United Way. Lea has assisted with client data reports: 9902 -HUD housing counseling, HUD homeless program annual progress reports, Homeless Service Provider Statistical Report -State of NH, and reports for City of Manchester Community Improvement Program. In 2015 Lea stepped into the assistant management role for TWH's security deposit programs. Lea also manages a special project to assist homeless persons to obtain picture ID's and copies of birth certificates.

Housing Counselor, Mari DeBlois, (FT) hired by The Way Home (7/2005) as our HUD Housing Counseling Specialist, has worked as a housing counselor and credit counselor for Consumer Credit Counseling Service of NH and VT since 1988, earning certifications in each counseling area in 2005 and 1993. Several certifications were awarded to her by the National Foundation for Consumer Credit. She also holds certifications of completions in foreclosure prevention, HECM, Advance Foreclosure: Case Study Practicum and Developing & Implementing an Effective Foreclosure Program awarded by NeighborWorks Training Institute. She has also been awarded NCHCEC Certification in Foreclosure Intervention and Default Counseling in March of 2009. Mari has a BS in Consumer Studies from the University of NH (1983). Her 29 years experience in this field includes:

- Homeownership counseling; pre-purchase, post-purchase and foreclosure loss mitigation.
- Interviewing clients with housing issues, budget and credit problems.
- Motivating clients to make needed changes for personal financial improvement.
- Evaluating the client's financial status and guiding them through a decision-making process.
- Making proper referrals to employment agencies, government agencies and other sources.
- Reviewing debt management solutions for clients and an action plan to correct problems.
- Communicating with creditors to help problems between creditors and the client.
- Educating the community about budgeting, the wise use of credit, housing issues, credit reports and predatory lending. Implementing FDIC Money Smart for adult education program.
- Providing counseling for clients via face-to-face, phone and on-line sessions.
- Serving as a Quality Assurance Team Leader.

Mari assists The Way Home's rental and homeless counselors with HUD Housing Counseling Program compliance. Mari's work with foreclosure counseling is part of The Way Home's continuum of homelessness prevention and housing stabilization services. Mari is TWH's financial literacy educator.

Housing Counselor: Kellie Denoncourt (FTE) hired June 2016 for the Homelessness Prevention and Rapid Re-Housing (NH grant) program, supportive housing case management for chronically homeless persons, and general housing counseling. Housing Counseling responsibilities include: 1) Assessment of needs and establishing of housing affordability plans; 2) Budget counseling with strategies to reduce costs / increase income; 3) Tenant education, apartment inspections, and landlord negotiations; 4) Helping with applications to mainstream resources; 5) Referrals to community resources and job training opportunities; 6) Recommending for ESG RRH and/or Homelessness Prevention financial assistance, and/or security deposit guarantees; 7) Maintaining complete and confidential clients files; 8) Providing data for the HMIS electronic data system, agency Housing Assistance Fund data tools, and Housing Counselor On Line; and 9) Monitoring program outcomes, completing reports, and recommending program revisions.

Just prior to her work with The Way Home, Kellie worked as a Housing Counselor for the Concord family shelter and the Concord Homeless Resource Center. Kellie's experience from each of these programs bring significant skills to her work at The Way Home with homeless and at-risk families and individuals. Kellie has a BS in Psychology with a minor in Family Studies, that she earned Summa cum Laude and has had extensive training in dealing with children and families having suffered trauma histories through the FACES course sponsored by the State of NH DHHS. Kellie has been a certified therapeutic Foster Parent through Child and family Services of NH, housing and advocating for the needs of teens and young adults who have found themselves in state care with serious behavior/mental issues. She also has co-hosted support groups and retreats for moms from around North America who find themselves parenting(foster/adoptive) kids from traumatic childhoods. She has also advocated strongly for services for young adults with disabilities, as she was legal guardian to two young ladies with severe emotional disabilities. Kellie has also volunteered to teach life skills to Refugee families through Lutheran Social Services.

Housing Advocate and Assistant Program Manager: Cindy Bringhurst(FTE) hired July 2016 for the Homelessness Prevention and Rapid Re-Housing (Manchester grant) program, supportive housing case management for homeless families in our Transitional Shelter, and general housing counseling. Cindy has a B.S in Business Information Systems and an M.B.A from Rivier University. She spent 5 years at Care Net Pregnancy Center as a Client Services Coordinator and also 5 years at a local Human Service company, Independent Services Network. At ISN she developed and oversaw programs for the developmentally disabled. She was instrumental throughout the RFP process, assessing each individual for services and then responding with a proposal with an outline of supports that were tailored to the needs of each individual. In addition, if proposals were chosen, she would recruit and design the programs and provide the needed oversight to providers and staff. In this role, she was responsible for the development and facilitation of required trainings for the staff and providers who worked at all of the programs which she oversaw. As a Level 4 Housing Advocate Cindy is learning all phases of The Way Home's housing counseling and supportive services - from intake, housing information and referral, through budget and housing counseling and coaching on Steps to Success case plans. Additionally, she is responsible for the Case Management development and oversight of the Supported Housing Program at 214 Spruce Street.

Intake / Housing Information & Referral: Donna Olivo (FTE) -This full-time position plays a key role in our Housing Resource Center – creating a welcoming environment for persons in crisis, scheduling housing counseling appointments, obtaining intake data, and providing applicants with housing information and referral. Donna Olivo has served in this position for 1.75 years. Donna assists housing counselors as a Spanish interpreter on an as needed basis. Prior to working at The Way Home, Donna served as a Spanish-English translator for five years in a law office.

Rental Housing Fund Assistant Manager and HMIS Data & Accounting Clerk: Barbara Dunn (FTE) has provided HMIS data entry since 2008. In 2010 Barbara became full-time, taking accounting clerical duties in TWH's business. These duties included management of HPRP and ESG Rental Assistance grant records. In July 2015 Barbara added management of security deposit / rental loan accounts, assisting with program management and follow-up services for clients receiving housing assistance through our Security Deposit and HHARLF Guarantees. Monthly billing to clients of the security deposit loan program also reminds renters to contact their housing counselor for help with budgeting and related landlord / tenant issues.

Healthy Home Peer Educator & Apartment Inspector: Christina Barton (FTE) has been trained in childhood lead poisoning prevention and healthy home apartment inspections. Christina assists with apartment inspections and in-home education to help low income tenants and landlords make housing units safe. Christina has more than 7 years experience as a peer educator. Christina works closely with Manchester's Housing Code inspector and has received additional training in looking for code violations. Christina presents healthy housing information as part of the financial literacy class. Christina also assists with Steps to Success coaching for 214 Spruce Street Transitional Shelter families. Christina helps coordinate a donated furniture project to benefit formerly homeless families. Christina began her healthy home work in 1998. Since 2015 she has participated a series of training programs for housing advocates.

Transitional Shelter Services Coordinator / Development Coordinator: Rhonda Kenny (PT) hired September 2013 to assist Executive Director Mary Sliney. When Dianne Pitts became semi-retired in July 2016, Rhonda took on the role of Transitional Shelter Services Coordinator. She works closely with Housing Advocate Cindy Bringhurst on programs for the families in the shelter. Rhonda brings to this position 4 (2008-2012) years of experience with the ROSEVILLE HOME START, INC. Roseville, California 2008-2012 where she administrated the day to day operations of this transitional housing program. Her tasks included managing client budgets, HR administration, process payroll, manage facility projects, interface with local government, build and nurture a volunteer base of 100 and conduct quarterly volunteer training/orientation. Coordinate and lead annual fundraising efforts. Since 2013 Rhonda has assisted with donor development and volunteer coordination for The Way Home's programs. In FY16 Rhonda worked with The Way Home's Transitional Shelter staff to expand supportive service programs, including use of volunteers from area colleges to tutor children and help parents with resumes and preparing for GED testing. Rhonda continues this community outreach for the FY17 transitional shelter program year.

Supportive Housing Property Manager: Lisa Gravel (PT) hired in 2014 to manage and coordinate all activities related to The Way Home's rental properties, including 214 Spruce Street Transitional Shelter. Her duties include overseeing facilities maintenance of The Way Home properties, setting up leases with Supportive Housing program participants, overseeing rent collections, teaching good landlord/tenant relations, reviewing concerns with participants' assigned housing counselor, providing lease violation notices and evictions if corrective action is not successful, and insuring compliance with Supportive Housing program protocols, funder regulations, federal and state housing laws. Prior to work for The Way Home Lisa provided property management for federally assisted senior housing and Low Income Housing Tax Credit funded housing in New Hampshire and Maine since 2003.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: The Way Home

**SGIA - Intervention & Transitional
Shelter**

Name of Program: _____

BUDGET PERIOD: SFY 18				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Mary Sliney	Executive Director	\$70,000	20.00%	14,000.00
Anne Rawson	Director of Finance & Administration	\$60,000	12.00%	7,200.00
Izet Hamidovic	Assistant Program Manager	\$15,569	13.00%	2,024.00
Dianne Pitts	Housing Services Coordinator	\$12,500	48.00%	6,000.00
Lea Key	Housing Counselor	\$36,504	40.00%	14,600.00
Kellie Denancourt	Housing Counselor	\$33,800	25.00%	8,450.00
Cindy Bringham	Housing Counselor	\$32,240	25.00%	8,060.00
Mari DeBlois	Housing Counselor	\$52,000	10.00%	5,200.00
Donna Olivo	Housing Advocate	\$27,040	50.00%	13,520.00
Barbara Dunn	Acctng & Data Clerk	\$31,200	50.00%	15,600.00
Christina Barton	Healthy Home Educator/Facilities Coord	\$29,120	30.00%	8,736.00
Rhonda Kenny	Special Projects Assistant	\$37,440	5.00%	1,872.00
Lisa Gravel	Supportive Housing Property Manager	\$53,000	5.00%	2,650.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				107,912.00



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 **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 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. Lacomia 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 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 <i>Mary Blaney</i>		1.12 Name and Title of Contractor Signatory <i>Executive Director</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> <u>6/29/2015</u> I, <u>Eric D. Borrin</u> , Director of the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person who 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 <i>Anne E. Rawson</i>			
1.15 Title of Notary or Justice of the Peace <i>Anne E. Rawson - Notary</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> <i>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. York</i> <i>Megan A. York - Attorney</i> On: <i>8/4/15</i>			
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: 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 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.

MS

6/29/15



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.



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 \$270,948.00

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.

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

[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

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)

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

Mary Sliney
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-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 Way Home

Mary Sloney

6/29/15
Date

Name:

Mary Sloney

Title:

Executive Director



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

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

6/29/15
Date

Contractor Name: The Way Home
Mary Sloney
Name: Mary Sloney
Title: Executive Director



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

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

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

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

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

Exhibit G

Contractor Initials

MS

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

Date

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 Slivey
Name: Mary Slivey
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 MS



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



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 Slincy
 Signature of Authorized Representative
Mary Ann Conway
 Name of Authorized Representative
Associate Commissioner
 Title of Authorized Representative
7/12/15
 Date

The Way Home, Inc.
 Name of the Contractor
Mary Slincy
 Signature of Authorized Representative
Mary Slincy
 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 Slaney

Name: *Mary Slaney*
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**



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

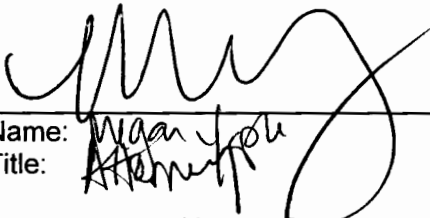
**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



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 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 \$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.

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 "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

TRI-COUNTY COMMUNITY
 Business Name: ACTION PROGRAM, INC. (TRI-COUNTY CAP) Business ID: 63020
 Business Type: Domestic Nonprofit Corporation Business Status: Good Standing
 Business Creation Date: 05/18/1965 Name in State of Incorporation: Not Available
 Date of Formation in Jurisdiction: 05/18/1965
 Principal Office Address: 30 EXCHANGE ST, BERLIN, NH, 03570, USA Mailing Address: 30 Exchange Street, Berlin, NH, 03570, USA
 Citizenship / State of Incorporation: Domestic/New Hampshire
 Last Nonprofit Report Year: 2015
 Next Report Year: 2020
 Duration: Perpetual
 Business Email: sandypatrick@tccap.org Phone #: 800-552-4617
 Notification Email: NONE Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / CHARITABLE ORGANIZATION	

Page 1 of 1, records 1 to 1 of 1

CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on 8-23-16:

(Date)

RESOLVED: That the Chief Executive Officer

(Title of Contract Signatory)

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

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

the 10th day of May, 2017.

(Date Contract Signed)

4. Robert G. Boschen, Jr. is the duly elected Chief Executive Officer

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

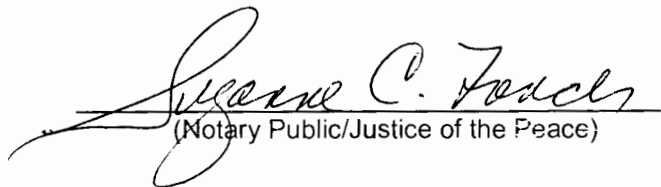
STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 10th day of May, 2017,

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)

7/7/2016

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

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

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		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Co INSURER B: AmGuard Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 16-17 All lines

REVISION NUMBER:

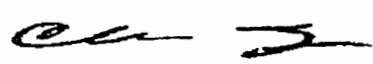
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 <input type="checkbox"/> OTHER		PBPK1521023	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" 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		PBPK1521031	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PBUB548500	7/1/2016	7/1/2017	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 Y N/A	TRWC783275 (3a.) NH K. Matthews, R. Urban & W. Hatch excluded	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		PBPK1521023	7/1/2016	7/1/2017	Per Occurrence \$1,000,000 Aggregate \$3,000,000

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Dept 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 Chris Sharpe/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 THE YEARS ENDED JUNE 30, 2016 AND 2015
AND
INDEPENDENT AUDITORS' REPORT**

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS

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To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire



INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of June 30, 2016 and 2015, and the related consolidated statements of cash flows and functional expenses, and the related notes to the consolidated financial statements for the years then ended, and the related consolidated statement of activities for the year ended June 30, 2016.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2016 and 2015, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2016 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Tri-County Community Action Program, Inc. and Affiliate's 2015 financial statements, and we expressed an unmodified audit opinion on those financial statements in our report dated December 10, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 16, 2016, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Leone, McDonnell + Roberts
Professional Association

November 16, 2016
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2016 AND 2015

<u>ASSETS</u>	<u>2016</u>	<u>2015</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 589,806	\$ 488,950
Accounts receivable	1,248,318	1,014,274
Pledges receivable	229,419	247,754
Inventories	88,880	116,150
Prepaid expenses	<u>40,992</u>	<u>30,678</u>
Total current assets	<u>2,197,415</u>	<u>1,897,806</u>
PROPERTY		
Property, plant, and equipment	13,388,060	13,468,105
Less accumulated depreciation	<u>(5,052,926)</u>	<u>(4,588,525)</u>
Property, net	<u>8,335,134</u>	<u>8,879,580</u>
OTHER ASSETS		
Restricted cash	787,761	540,395
Building refinance costs, net	<u>14,478</u>	<u>15,365</u>
Total other assets	<u>802,239</u>	<u>555,760</u>
TOTAL ASSETS	<u>\$ 11,334,788</u>	<u>\$ 11,333,146</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Demand note payable	\$ 863,867	\$ 700,252
Current portion of long term debt	197,181	271,685
Current portion of capital lease obligations	2,718	-
Accounts payable	675,526	671,782
Accrued compensated absences	294,243	332,024
Accrued salaries	176,185	134,822
Accrued expenses	93,764	107,474
Refundable advances	233,329	191,343
Other liabilities	<u>510,910</u>	<u>280,474</u>
Total current liabilities	<u>3,047,723</u>	<u>2,689,856</u>
LONG TERM DEBT		
Long term debt, net of current portion	5,866,916	5,938,456
Capital lease obligations, net of current portion	11,756	-
Interest rate swap at fair value	<u>-</u>	<u>7,385</u>
Total liabilities	<u>8,926,395</u>	<u>8,635,697</u>
NET ASSETS		
Unrestricted	1,630,450	1,951,539
Temporarily restricted	<u>777,943</u>	<u>745,910</u>
Total net assets	<u>2,408,393</u>	<u>2,697,449</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 11,334,788</u>	<u>\$ 11,333,146</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, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
REVENUES AND OTHER SUPPORT				
Grant and contracts	\$ 12,304,094	\$ 300,307	\$ 12,604,401	\$ 13,830,872
Program funding	1,680,245	81,445	1,761,690	1,703,174
Utility programs	1,279,740	-	1,279,740	916,957
In-kind contributions	313,824	-	313,824	252,489
Contributions	253,726	14,206	267,932	137,183
Fundraising	37,281	-	37,281	43,415
Rental income	800,533	-	800,533	824,332
Interest income	272	-	272	485
(Loss) gain on disposal of property	(175,932)	-	(175,932)	16,560
Other revenue	421	-	421	91,349
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues and other support	16,494,204	395,958	16,890,162	17,816,816
NET ASSETS RELEASED FROM RESTRICTIONS				
	363,925	(363,925)	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues, other support, and net assets released from restrictions	16,858,129	32,033	16,890,162	17,816,816
FUNCTIONAL EXPENSES				
Program Services:				
Agency Fund	779,057	-	779,057	883,748
Head Start	2,176,567	-	2,176,567	2,289,054
Guardianship	735,473	-	735,473	767,955
Transportation	1,074,998	-	1,074,998	985,004
Volunteer	101,998	-	101,998	87,521
Workforce Development	366,205	-	366,205	449,251
Alcohol and Other Drugs	1,086,057	-	1,086,057	989,422
Carroll County Dental	513,419	-	513,419	496,634
Carroll County Restorative Justice	47,843	-	47,843	95,727
Support Center	276,766	-	276,766	249,099
Homeless	514,521	-	514,521	442,493
Energy and Community Development	6,988,501	-	6,988,501	7,433,283
Elder	1,125,851	-	1,125,851	1,088,328
Housing Services	161,727	-	161,727	172,157
	<hr/>	<hr/>	<hr/>	<hr/>
Total program services	15,948,983	-	15,948,983	16,429,676
Supporting Activities:				
General and administrative	1,236,429	-	1,236,429	1,154,866
Fundraising	1,191	-	1,191	4,498
	<hr/>	<hr/>	<hr/>	<hr/>
Total supporting activities	1,237,620	-	1,237,620	1,159,364
Total functional expenses	17,186,603	-	17,186,603	17,589,040
	<hr/>	<hr/>	<hr/>	<hr/>
CHANGES IN NET ASSETS FROM OPERATIONS	(328,474)	32,033	(296,441)	227,776
OTHER INCOME				
Gain on interest rate swap	7,385	-	7,385	42,327
	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL CHANGES IN NET ASSETS	(321,089)	32,033	(289,056)	270,103
NET ASSETS, BEGINNING OF YEAR	1,951,539	745,910	2,697,449	2,427,346
	<hr/>	<hr/>	<hr/>	<hr/>
NET ASSETS, END OF YEAR	\$ 1,630,450	\$ 777,943	\$ 2,408,393	\$ 2,697,449

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (289,056)	\$ 270,103
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	472,186	483,149
Loss (gain) on disposal of property	175,932	(16,560)
Gain on interest rate swap	(7,385)	(42,327)
Decrease (increase) in assets:		
Restricted cash	(247,366)	225,470
Accounts receivable	(234,044)	(180,597)
Pledges receivable	18,335	(247,754)
Inventories	27,270	(50,111)
Prepaid expenses	(10,314)	(3,392)
Other assets	-	818
Increase (decrease) in liabilities:		
Accounts payable	3,744	16,947
Accrued compensated absences	(37,781)	54,245
Accrued salaries	41,363	23,336
Accrued expenses	(13,710)	(8,588)
Refundable advances	41,986	(33,228)
Other liabilities	230,436	(125,119)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>171,596</u>	<u>366,392</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property	75,000	57,159
Purchases of property and equipment	<u>(116,320)</u>	<u>(286,141)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(41,320)</u>	<u>(228,982)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net advance on demand note payable	191,660	199,201
Proceeds from long-term debt	-	13,089
Repayment of long-term debt	(219,778)	(239,753)
Repayment of capital lease obligations	<u>(1,302)</u>	<u>-</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(29,420)</u>	<u>(27,463)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	100,856	109,947
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>488,950</u>	<u>379,003</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 589,806</u>	<u>\$ 488,950</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	<u>\$ 184,941</u>	<u>\$ 233,577</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Purchase of property and equipment financed by long-term debt	<u>\$ 45,689</u>	<u>\$ -</u>
Purchase of property and equipment financed by capital lease	<u>\$ 15,776</u>	<u>\$ -</u>
Line of credit converted to long term debt	<u>\$ 28,045</u>	<u>\$ -</u>

See Notes to Consolidated Financial Statements

IRLECOUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015

Direct Expenses	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Alcohol and Other Drugs	Carroll County		Support Center	Homeless	Energy and Development	Elder	Housing Services	General & Administrative		Total
								Restorative Justice	Dental						Administrative	Fundraising	
Payroll	\$ 86,540	\$ 1,116,868	\$ 489,862	\$ 469,986	\$ 63,903	\$ 196,484	\$ 615,812	\$ 312,848	\$ 19,541	\$ 164,742	\$ 287,318	\$ 1,133,089	\$ 454,166	\$ 11,890	\$ 660,629	\$ -	\$ 6,069,691
Payroll taxes and benefits	18,492	308,789	128,846	91,265	14,706	63,597	181,355	86,224	5,087	43,120	68,194	319,436	105,785	-	1,384,936	-	1,646,310
Assistance to clients	8,122	-	-	289	-	3,977	-	-	-	-	35,075	4,825,528	-	-	4,876,991	-	4,876,991
Consultants and contractors	4,938	30,450	5,220	37,208	813	198	38,701	22,180	6,570	669	788	10,030	68,920	1,439	243,334	35,566	278,399
Fiscal and administrative	1,608	18,755	7,960	4,566	4,991	198	4,981	5,379	510	1,153	39,841	48,354	2,771	1,439	89,183	92,738	191,941
Space costs and rentals	21,485	16,778	32,698	13,860	4,991	89,079	22,402	17,002	14,198	1,153	39,841	48,354	64,172	6,335	895,304	213,274	1,108,578
Communicable supplies	74,391	154,976	10,364	10,694	2,513	1,994	75,412	17,002	-	7,673	6,771	300,094	300,076	-	38,923	-	940,796
Medical and dental	56,240	30,124	1,016	8,910	-	1,973	4,286	4,286	-	915	4,482	9,350	20,038	-	18,803	-	49,276
Building and grounds maintenance	125,888	24,107	14,825	13,567	910	7,178	39,489	9,100	1,026	20,169	21,859	34,498	19,574	22,875	158,121	68	156,179
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-	22,862	2,506	-	25,368
Food fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel and meetings	860	56,701	29,352	89,783	1,456	13,891	14,186	1,901	283	6,094	18,134	19,070	32,195	2,104	203,810	8,644	292,464
Vehicle expense	3,891	63	-	144,886	1,164	-	1,164	-	-	-	1,856	34,803	-	-	186,663	5,411	192,074
Insurance	113,203	19,831	1,138	57,663	-	-	20,608	2,396	-	6,631	9,315	42,863	-	15,820	284,458	5,408	289,946
Interest expense	125,691	7	503	1,539	60	-	6,504	35,744	-	22	958	13,729	181	-	184,638	4,666	189,603
Other direct program costs	17,145	14,445	14,250	19,777	5,745	507	50,532	1,938	628	1,918	1,974	12,328	5,348	11,090	157,613	20,372	188,176
Depreciation and amortization expense	180,855	18,687	-	116,630	-	-	22,844	32,542	-	10,025	1,752	19,251	2,214	67,392	471,891	295	472,186
In-kind expended	-	244,784	-	-	6,612	-	-	-	-	4,655	11,969	-	45,604	-	313,824	-	313,824
Total Direct Expenses	779,057	2,176,957	736,473	1,074,998	101,988	366,205	1,086,057	513,419	47,843	276,766	514,521	6,996,301	1,129,851	161,727	15,946,983	1,191	17,186,600
Indirect Expenses																	
Indirect costs	\$ 80,902	\$ 230,922	\$ 89,118	\$ 118,834	\$ 11,376	\$ 36,106	\$ 127,802	\$ 59,992	\$ 4,144	\$ 33,912	\$ 58,001	\$ 249,401	\$ 128,039	\$ -	\$ (1,236,439)	\$ -	\$ 17,186,600
Total Direct & Indirect Expenses	\$ 860,959	\$ 2,407,879	\$ 824,891	\$ 1,193,832	\$ 113,374	\$ 402,311	\$ 1,213,859	\$ 573,381	\$ 51,987	\$ 310,678	\$ 570,522	\$ 7,237,902	\$ 1,253,900	\$ 161,727	\$ 17,185,412	\$ 1,191	\$ 17,186,600

116-COUNTY COMMUNITY ACTION PROGRAM, INC.
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015

	Agency Fund	Hotel Start	Stewardship	Transportation	Volunteer	Workforce Development	Alcohol and Other/Drug	Carroll County Dental	Carroll County Restorative Justice	Support Center	Homeless	Energy & Development	Elder	Housing Services	Total	General & Administrative	Fundations	Total	
Direct Expenses																			
Payroll	\$ 71,025	\$ 1,082,262	\$ 504,924	\$ 484,846	\$ 60,650	\$ 245,576	\$ 673,956	\$ 294,120	\$ 56,586	\$ 160,077	\$ 750,284	\$ 1,148,181	\$ 446,858	\$ 17,214	\$ 5,380,469	\$ 634,111	\$ -	\$ 6,014,560	
Payroll taxes and benefits	16,844	288,233	127,566	76,710	15,750	69,708	153,187	59,423	13,810	36,514	62,333	310,695	103,525	-	1,332,168	152,324	-	1,484,492	
Assistance to clients	816	30	-	-	-	7,481	116	17,432	-	1,083	5,303,742	5,303,742	740	-	5,331,344	-	-	5,331,344	
Consultants and contractors	12,558	24,210	4,725	17,120	-	18,343	14,995	14,995	1,715	3,000	13,806	38,143	48,500	30	176,189	30,030	-	206,219	
Fiscal and administrative	1,149	24,378	9,646	3,397	1,666	4,703	6,464	6,464	765	648	1,546	98,097	6,037	30	98,097	99,594	-	198,291	
Space costs and rentals	14,222	177,677	36,269	13,352	5,571	99,972	18,267	5,464	20,552	848	26,038	184,593	69,519	-	647,650	177,450	-	824,900	
Consumable supplies	4,846	289,038	11,610	16,869	1,075	4,906	72,317	22,475	133	6,922	5,320	286,498	297,654	1,574	1,023,710	16,168	-	1,039,877	
Maintenance of equipment and rental	4,351	1,229	10,770	3,422	200	1,051	200	108	-	-	346	24,732	4,169	-	50,378	15	-	50,393	
Building and grounds maintenance	88,200	38,660	-	-	81	10,820	1,167	1,167	8,542	8,542	3,284	1,886	13,226	27,846	195,274	18	-	185,292	
Utilities	175,573	23,064	16,078	19,231	742	7,500	46,544	8,796	1,090	20,822	20,746	38,178	21,567	26,813	436,144	8,659	-	435,303	
Fees	2,288	59,230	26,416	38,723	1,071	14,192	12,557	1,241	1,085	5,337	14,271	13,002	31,320	1,754	224,478	15,381	-	239,859	
Travel and mileage	505	-	-	148,927	-	7,099	-	87	-	2,917	2,917	44,588	-	-	204,123	5,561	-	209,684	
Vehicle expense	114,656	26,347	1,107	55,738	787	21,856	2,268	87	-	6,433	9,126	44,803	-	16,541	280,739	4,316	-	300,055	
Interest expense	183,046	48	-	413	29	6,983	40,496	2	-	2	1,125	8,338	24	-	238,523	2,723	-	241,246	
Other direct program costs	13,721	13,982	12,118	8,125	280	12,014	1,316	1,316	-	70	3,130	(19,660)	5,759	14,009	11,009	64,864	4,498	78,068	
Depreciation and amortization expense	181,049	14,269	4,656	116,639	-	23,539	43,610	-	-	10,026	1,782	10,277	9,940	87,396	483,148	-	-	483,148	
In-kind expended	226,019	-	-	-	-	-	-	-	-	27,470	-	-	-	-	252,489	-	-	252,489	
Total Direct Expenses	883,746	2,289,054	787,955	985,064	87,521	449,251	992,422	499,654	96,727	249,092	442,493	7,433,283	1,088,328	172,157	16,429,976	1,154,266	4,498	17,689,020	
Indirect Expenses																			
Indirect costs	85,872	238,461	83,837	99,881	9,938	41,206	111,248	62,143	9,661	28,651	47,709	235,297	112,581	-	1,154,869	(1,164,968)	-	17,689,020	
Total Direct & Indirect Expenses	\$ 969,370	\$ 2,527,515	\$ 871,792	\$ 1,084,945	\$ 97,459	\$ 490,457	\$ 1,103,670	\$ 561,797	\$ 106,388	\$ 277,743	\$ 490,202	\$ 7,668,580	\$ 1,200,909	\$ 172,157	\$ 17,584,845	\$ -	\$ 4,498	\$ 17,689,020	

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (a New Hampshire nonprofit corporation) was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community based housing for the Elderly.

Nature of activities

The Organization's programs consist of the following:

Agency

Tri-County CAP Administration provides central program management support and oversight to our many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

Head Start

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of services, which include: Early learning, Health and Family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial security.

Programs support and strengthen parent-child relationships and engage families around children's learning and development. Tri County Community Action Head Start serves 241 children in Carroll, Coos & Grafton counties in 9 locations with 12 center-based classrooms and 3 home based options.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 21 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 400 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

Workforce Development

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Alcohol & Other Drugs (AOD)

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities.

The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately \$130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire. The Organization is currently exploring the construction of a new center for the Alcohol and Other Drugs program, to enhance their services. There was \$92,748 of pre-development capitalized expense in the current year.

Carroll County Dental

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

Carroll County Restorative Justice

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers. The division was discontinued in January 2016.

Support Center

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy Assistance and Outreach

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact site allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

Low-Income Weatherization

The NH Weatherization Program helps low-income families, Elderly, Disabled, Small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates Local NH jobs.

Elder

The Organization's Elder program provides senior meals in 15 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Housing Services

Cornerstone Housing North, Inc. is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development, and a significant portion of their rental income is received from the Department of Housing and Urban Development.

The Organization includes a 12 unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to the rental charges and operating methods.

The above Organization has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, the Section 202 Capital Advance is considered to be a major program.

Method of accounting

The consolidated financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Basis of presentation

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

The Organization had no permanently restricted net assets at June 30, 2016 and 2015. The Organization had temporarily restricted net assets of \$777,943 and \$745,910 at June 30, 2016 and 2015, respectively.

Restricted and unrestricted support

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction (**Note 12**).

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2016 and 2015.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The hierarchy is classified into three levels based on the reliability of inputs as follows:

Level 1: Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

Level 2: Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

Level 3: Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

As disclosed in **Note 6**, the bond payable, formerly bearing monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio was 1.10; or 3.00% when the Organization's debt service coverage ratio was 1.20, included an interest rate swap agreement. The Organization paid interest at a fixed 3.85%. The arrangement was scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, was classified as a cash flow hedge and was valued at the net present value (NPV) of all estimated future cash flows. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The swap arrangement was removed in February 2016 when the bond agreement was renewed and the effective interest rate became 2.75% plus the bank's internal cost of funds multiplied by 67%. The rate at the time of renewal was 3.10%.

For the year ended June 30, 2015, the fair value of the interest rate swap was \$7,385 and the unrealized gain was \$42,327. The fair value of the swap was included on the balance sheet as a long term liability. The amount of the unrealized gain for the year ended June 30, 2016 was \$7,385 and there was no fair value of the swap remaining after the bond was renewed.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

Client Rents and HUD Rent Subsidy

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$233,329 and \$191,343 as of June 30, 2016 and 2015, respectively.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization is no longer subject to examinations by tax authorities for years prior to 2012.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

Retirement plan

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2016 and 2015, there were no discretionary contributions recorded. Subsequent to year end, the discretionary contributions were reinstated by the Organization. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

As of June 30, 2016 and 2015, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as temporarily restricted in the amount of \$229,419 and \$247,754, respectively. This amount was included in grants and contracts on the Consolidated Statement of Activities.

Use of estimates

The presentation of financial statements in conformity accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short term maturity of those instruments.

Functional allocation of expenses

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

Program salaries and related expenses are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

Other Occupancy expenses are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2015 received provisional approval and is effective until amended at a rate of 12.5%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2015 was 11.5%.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2016 and 2015 was \$27,769 and \$18,009, respectively.

NOTE 2. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2016, the balances on interest and non-interest bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2016, there was approximately \$864,000 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2016 and 2015 was \$15,372 and \$11,135, respectively. The Organization was not in compliance with this requirement however, in May 2013, the client began making the required monthly deposits. The Organization has made all of their scheduled deposits for the year ended June 30, 2016. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is \$173,817 and is equal to the interest payments on the bond for a 12 month period. The balance as of June 30, 2016 and 2015 was \$186,908 and \$186,721, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2016 and 2015 was \$509,095 and \$276,791, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2016 and 2015 was \$503,888 and \$271,547, respectively, and is included in the restricted cash balance on the Statements of Financial Position. The Organization was assessed a fee of \$5,244 related to the unauthorized use of these funds in prior years. This amount was still outstanding at June 30, 2016 and 2015; however, subsequent to year end, the final assessed fee of \$5,207 was paid by the Organization.

All cash related to Cornerstone Housing North, Inc. is restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2016 and 2015 was \$81,593 and \$70,992, respectively.

NOTE 3. INVENTORY

In 2016 and 2015, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2016 and 2015, consists of weatherization materials totaling \$88,880 and \$116,150, respectively. Inventory related to the Northern Forest Heritage Park was considered to be in poor condition and not saleable and was written off in April 2015. The Northern Forest Heritage Park was sold during the year ended June 30, 2016.

NOTE 4. ACCRUED EARNED TIME

For the years ending June 30, 2016 and 2015, employees of the Organization are eligible to accrue vacation for a maximum of 200 hours and 240 hours, respectively. At June 30, 2016 and 2015, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$294,243 and \$332,024, respectively. Subsequent to year end, the Organization reduced the amount that employees were allowed to accrue to 180 hours as of September 30, 2016 and will further reduce that amount to 160 hours effective December 31, 2016.

NOTE 5. PROPERTY

Property consists of the following at June 30, 2016:

	<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>

Property consists of the following at June 30, 2015:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$10,599,723	\$ 3,018,512	\$ 7,581,211
Equipment	2,176,915	1,570,013	606,902
Land	<u>691,467</u>	<u>-</u>	<u>691,467</u>
	<u>\$13,468,105</u>	<u>\$ 4,588,525</u>	<u>\$ 8,879,580</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, 2016 and 2015 was \$471,299 and \$482,262, respectively.

The Organization also had building refinancing costs of \$17,730 during the year ended June 30, 2014. Amortization expense and accumulated amortization for the year ended June 30, 2016 was \$887 and \$3,252, respectively. Amortization expense and accumulated amortization for the year ended June 30, 2015 was \$887 and \$2,365, respectively.

NOTE 6. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2016 and 2015 consisted of the following:

	<u>2016</u>	<u>2015</u>
Note payable with the USDA requiring 360 monthly installments of \$1,496, including interest at 4.5% per annum. Secured by the general business assets. Final installment due June 2024.	\$ 120,899	\$ 133,110
Note payable with the USDA requiring 360 monthly installments of \$1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	163,026	174,527
Note payable with the USDA requiring 360 monthly installments of \$292, including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030.	31,688	33,651
Note payable with the USDA requiring 360 monthly installments of \$74, including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029.	8,593	9,061
Note payable with a bank requiring 120 monthly installments of \$475, including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015.	-	2,820
Note payable with a bank requiring 120 monthly installments of \$3,033, including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	386,831	444,989
Note payable with a bank requiring 60 monthly installments of \$459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan. Final installment due April 2021. See Note 8 .	23,585	-

Note payable to a related party, interest accrues at 10% per annum, no monthly installments, full principal amount plus interest is due August 2012, informally extended. This note was paid off in April 2016.	-	12,578
Note payable to a non-profit organization (related party), interest accrues at 5% per annum, with monthly installments of \$3,400. Full principal plus interest due during the Organization's fiscal year end 2013, informally extended through September 2018.	84,563	120,147
Note payable to a financing company requiring 72 monthly installments of \$312, including interest at 5.49% per annum. Secured by the Organization's vehicle. Final installment due August 2021.	16,832	-
Note payable to a financing company requiring 72 monthly installments of \$313, including interest at 5.54% per annum. Secured by the Organization's vehicle. Final installment due July 2021.	16,628	-
Note payable to a financing company requiring 60 monthly installments of \$143, including interest at 5.99% per annum. Secured by the Organization's vehicle. Final installment due November 2020.	6,666	-
Note payable with a bank requiring 18 monthly installments of \$4,518, including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final balloon payment due December 2018.	440,653	462,878
Bond payable with a bank requiring monthly installments of \$14,485 (previously \$15,260 prior to the renewal in March 2016), including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate as of March 2016 of 3.29%. Prior to the renewal there was a swap agreement in place with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio was 1.10) or 3% (when the Organization's debt service coverage ratio was 1.20). Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,896,533	2,948,780

Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principle amortization and will be forgiven after 40 years, or on August 1, 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principle amortization. Payments are deferred for 40 years.	<u>250,000</u>	<u>250,000</u>
	6,064,097	6,210,141
Less current portion due within one year	<u>(197,181)</u>	<u>(271,685)</u>
	<u>\$ 5,866,916</u>	<u>\$ 5,938,456</u>

The scheduled maturities of long term debt as of June 30, 2016 were as follows:

Years ending <u>June 30</u>	<u>Amount</u>
2017	\$ 197,181
2018	598,108
2019	155,080
2020	153,089
2021	443,142
Thereafter	<u>4,517,497</u>
	<u>\$ 6,064,097</u>

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first six notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance. Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment. The balance in this account as of June 30, 2016 and 2015 was \$15,372 and \$11,135, respectively.

NOTE 7. CAPITAL LEASE OBLIGATIONS

During the year ended June 30, 2016, the Company leased a phone system and a copier under the terms of capital leases expiring in November 2020 and March 2021, respectively. The assets and liabilities under the capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the assets. The assets are depreciated over their estimated lives.

The obligations included in capital leases at June 30, 2016, consist of the following:

Lease payable to a financing company with monthly installments of \$208 for principal and interest at 9.5% per annum. The lease is secured by the phone system and will mature in November 2020.	\$ 8,823
Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.841% per annum. The lease is secured by the copier and will mature in March 2021.	<u>5,651</u>
	14,474
Less current portion	<u>(2,718)</u>
	<u>\$ 11,756</u>

The scheduled maturities of capital lease obligations as of June 30, 2016 were as follows:

<u>Years ending June 30</u>	<u>Amount</u>
2017	\$ 2,718
2018	2,981
2019	3,269
2020	3,584
2021	<u>1,922</u>
	<u>\$ 14,474</u>

NOTE 8. DEMAND NOTE PAYABLE

The Organization has available a \$750,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.50% from December 17, 2015 through June 30, 2016 (previously at 4.25% from July 1, 2014 through December 16, 2015), and totaled \$600,000 and \$400,000 at June 30, 2016 and 2015, respectively. The line is subject to renewal each January.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2016 and 2015, the outstanding debt totaled \$263,867 and \$256,698, respectively, which included accrued interest of \$13,867 and \$5,860, respectively.

The Organization had available a \$25,000 line of credit with Bank of New Hampshire which was secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bared interest at 4.25% per annum. The Northern Forest Heritage Park was sold during the year ended June 30, 2016, at which time the line of credit was paid off in full. The balance at June 30, 2015, was \$15,509.

The Organization had available a \$45,000 unsecured line of credit with Northway Bank. Borrowings under the line bared interest at 6.50% per annum, and totaled \$28,045 at June 30, 2015. The line of credit was converted to a term loan during the year ended June 30, 2016, see **Note 6**.

NOTE 9. LEASES

Operating Leases

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2016 and 2015, the annual rent expense for leased facilities was \$158,499 and \$180,867, respectively.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2016, are as follows:

Years ending <u>June 30</u>	<u>Amount</u>
2017	\$ 129,830
2018	63,388
2019	62,212
2020	34,974
2021	31,144
Thereafter	<u>215,882</u>
	<u>\$ 537,430</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, 2016 and 2015, approximately \$12,200,000 (72%) and \$12,900,000 (73%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2016 and 2015 approximately 66% and 69%, respectively, of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

NOTE 12. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services as of June 30, 2016 and 2015:

	<u>2016</u>	<u>2015</u>
NH Charitable Foundation Grant, Mt. Jasper	\$ 32,653	\$ 32,653
Berlin Area Renewable Energy Initiative	-	7,281
RSVP Program Funds	13,637	7,112
10 Bricks Shelter Funds	135,257	122,252
Service Link	19,135	-
Donations to Mahoosuc Trail	6,842	6,842
Carroll County Transit Program	682	-
Coos County Transit Program	586	-
Senior Meals	53,381	-
Community Contact	-	15,040
Donations to Maple Fund	1,825	1,825
EAP	68,143	-
FAP/EAP	12,167	38,117
Homeless Programs	43,277	47,677
Temporary Municipal Funding	229,419	247,754
Head Start	875	-
Julien Fund (AOD)	775	575
Angelias Fund (AOD)	235	235
Loan Programs	37,427	36,291
Private Funding for Alcohol and Other Drug Program	-	50,000
L. CHIP – Brown Co. House	22,314	19,443
Restricted Buildings	<u>99,313</u>	<u>112,813</u>
Total temporarily restricted net assets	<u>\$ 777,943</u>	<u>\$ 745,910</u>

NOTE 13. COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

NOTE 14. RELATED PARTY TRANSACTIONS

As disclosed in **Note 6**, the Organization has a loan payable to the wife of the former Chief Executive Officer, which was paid off as of June 30, 2016. Also in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** for terms of the note payables. Total notes payable to related parties for the years ended June 30, 2016 and 2015 was \$84,563 and \$132,725, respectively.

NOTE 15. RESIDUAL RECEIPTS ACCOUNT

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. During the year ended June 30, 2016, Cornerstone Housing North, Inc. was required to return to HUD the balance in the residual receipts account in excess of \$250 per unit. This resulted in a refund to HUD of \$1,184. This was recorded as a miscellaneous financial expense on the Statements of Activities during the year ended June 30, 2016.

NOTE 16. PRIOR PERIOD ADJUSTMENT

The beginning net assets for the year ended June 30, 2015, for Cornerstone Housing North, Inc. have been restated to correct an error. In the previously issued financial statements, salaries were allocated for the Chief Finance Officer and Chief Executive Officer of Tri-County Community Action Program, Inc., without prior written approval from HUD. HUD ultimately disallowed the expense. Tri-County Community Action Program, Inc. paid these funds back to Cornerstone Housing North, Inc. in the current year. Correction of this error increased the net assets for Cornerstone Housing North, Inc. by \$4,479 at June 30, 2015 and reduced the net assets of Tri-County Community Action Program, Inc. by \$4,479 at June 30, 2015; therefore, these amounts netted to zero on the Statements of Financial Position and Statements of Activities.

NOTE 17. RECLASSIFICATION

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

NOTE 18. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through November 16, 2016, the date the financial statements were available to be issued.

IRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2016

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	DIRECT IDENTIFYING NUMBER	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
U.S. Department of Health and Human Services					
Head Start	93.600	State of New Hampshire Office of Energy and Planning	01CH10000-01-00		1,160,344
Low-Income Home Energy Assistance	93.600	State of New Hampshire Office of Energy and Planning	01CH10000-02-00		852,034
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning		G-15B1NHUEA	205,091
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Department of Health and Human Services		15AANHT3SP	4,777,940
Community Services Block Grant	93.569	Southern New Hampshire Services, Inc.		102-500731	10,412
Temporary Assistance for Needy Families (TANF) (Workplace Success)	93.558	State of New Hampshire Department of Health and Human Services		13-DHHS-BIWA-CSP-01	647,509
Temporary Assistance for Needy Families (TANF)	93.558	State of New Hampshire Department of Health and Human Services		102-500731	279,641
Centers for Disease Control and Prevention (Oral Health Program)	93.758	State of New Hampshire Department of Health and Human Services		90072003	24,800
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services (Sr Oral Health)	93.045	State of New Hampshire Department of Health and Human Services		102-500731	10,260
National Family Caregiver Support (Family Caregiver)	93.052	State of New Hampshire Department of Health and Human Services		541-500383	2,202
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels)	93.044	State of New Hampshire Department of Health and Human Services		UNKNOWN	69,142
Medical Assistance Program (Options Counseling and I&R #7)	93.778	State of New Hampshire Department of Health and Human Services		512-500352	19,754
Medical Assistance Program (Transportation)	93.778	State of New Hampshire Department of Health and Human Services		102-500734	44,158
Medical Assistance Program (Vet's ASK)	93.778	Easter Seals New Hampshire		UNKNOWN	43,952
Nutrition Services Incentive Program (NSIP)	93.053	State of New Hampshire Department of Health and Human Services		UNKNOWN	198,353
Social Services Block Grant (Title XX I&R)	93.667	State of New Hampshire Department of Health and Human Services		UNKNOWN	14,608
Social Services Block Grant	93.667	State of New Hampshire Department of Health and Human Services		UNKNOWN	91,879
Social Services Block Grant (Title XX HD miles)	93.667	State of New Hampshire Department of Health and Human Services		UNKNOWN	3,407
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate Meals)	93.045	State of New Hampshire Department of Health and Human Services		544-500386	164,777
Affordable Care Act - Aging and Disability Resource Center (Options Counseling)	93.517	State of New Hampshire Department of Health and Human Services		541-500383	4,520
Centers for Medicare and Medicaid Services (SHIP)	93.324	State of New Hampshire Department of Health and Human Services		541-500383	84,096
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)	93.048	State of New Hampshire Department of Health and Human Services		UNKNOWN	9,300
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP Capacity Building)	93.048	State of New Hampshire Department of Health and Human Services		UNKNOWN	9,753
Administration for Community Living - Medicare Enrollment Assistance Program (MIPP)	93.071	Balknap-Merrimack Community Action Partnership		UNKNOWN	12,643
Centers for Medicare and Medicaid Services (Marketplace Assister Services)	93.525	State of New Hampshire Department of Health and Human Services		UNKNOWN	1,800
Administration for Children and Families, Promoting Safe & Stable Families	93.556 & 93.592	Lakes Region Partnership for Public Health		UNKNOWN	25,656
Center for Disease Control and Prevention (SVP)	93.136 & 93.758	State of New Hampshire Coalition against Domestic and Sexual Violence		UNKNOWN	23,618
Block Grants for Prevention and Treatment of Substance Abuse	93.959	State of New Hampshire Division of Public Health Services		UNKNOWN	49,299
Projects for Assistance in Transition from Homelessness (PATH)	93.450	State of New Hampshire Bureau of Homelessness and Housing		05-95-49-491510	5,036
				500731-102	232,455
					79,829
Total U.S. Department of Health and Human Services					9,158,268
U.S. Department of Energy					
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Services		EED006169	186,677
					186,677
Total U.S. Department of Energy					
U.S. Corporation for National and Community Service					
Retired and Senior Volunteer Program	94.002		13SRANH001		56,453
Retired and Senior Volunteer Program	94.002		16RANH001		18,070
					74,523
Total U.S. Corporation for National and Community Service					
U.S. Department of Agriculture					
Supplemental Nutrition Assistance Program (food stamps)	10.551	State of New Hampshire Department of Education		UNKNOWN	5,367
Child and Adult Care Food Program	10.558				133,040
					138,413
Total U.S. Department of Agriculture					
U.S. Department of Homeland Security					
Emergency Management Performance Grants (FEMA)	97.042				13,333
					13,333
Total U.S. Department of Homeland Security					
U.S. Department of Justice					
Grants to Encourage Arrest Program (GTEAP)	16.590	State of New Hampshire Coalition against Domestic and Sexual Violence		2014-WE-AX-0036	3,565
Crime Victim Assistance (VOCA)	16.575	State of New Hampshire Coalition against Domestic and Sexual Violence		UNKNOWN	77,396
Sexual Assault Services Formula Program (SASP)	16.017	State of New Hampshire Coalition against Domestic and Sexual Violence		2014-KF-AX-0012	9,331
					90,312
Total U.S. Department of Justice					

IRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2016

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	DIRECT IDENTIFYING NUMBER	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
U.S. Department of Transportation:					
Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation		NH-18-X046	372,323
Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310)	20.513	State of New Hampshire Department of Transportation		NH-16-X042	600
Buses and Bus-Related Facilities Program (Section 5339)	20.526	State of New Hampshire Department of Transportation		NH-34-0001	1,214
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation		NH-65-X004	37,325
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC)	20.513	State of New Hampshire Department of Transportation		NH-16-X043	25,062
Total U.S. Department of Transportation					436,724
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	79,011
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services		NH0012L1T001407	130,821
Community Development Block Grant	14.228	City of Berlin (NH Community Development Finance Authority)		UNKNOWN	405,137
Total U.S. Department of Housing and Urban Development					614,969
U.S. Department of Labor:					
WIA/WIOA Adult Program	17.258	Southern New Hampshire Services, Inc.		2015-0004	38,657
WIA/WIOA Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services, Inc.		2015-0004	43,113
Total U.S. Department of Labor					81,770
TOTAL EXPENDITURES OF FEDERAL AWARDS					\$ 10,794,989

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2016. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE C - INDIRECT RATE

Tri-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

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

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 16, 2016.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Leone, McDonnell + Roberts
Professional Association

November 16, 2016
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

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

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2016. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.

Report on Internal Control over Compliance

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

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

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

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

Leone, McDonnell + Roberts
Professional Association

November 16, 2016
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2016

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance in Accordance with the Uniform Guidance*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.
7. The programs tested as major programs included:
 - U.S. Dept. of Health & Human Services, Heat Start – CFDA #93.600
 - U.S. Dept. of Housing & Urban Development, Community Development Block Grant – CFDA #14.228
 - U.S. Dept. of Health & Human Services, Community Services Block Grant – CFDA #93.569
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None



COMMUNITY ACTION

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. Pilotte

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	Weatherization 603-226-6629	Community Contact 603-752-3748	Energy Programs 603-752-7100	AoD 603-752-7941	Transit 603-752-1741	R.S.V.P. 603-752-4105	Elder Programs 603-752-3010
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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.

Charity Wythe

I thrive in a fast paced environment and love working with people to meet their needs. I strive to be efficient and exact in my expectations and will always ensure the task is done to the best of my ability. I strongly believe in team work and positive constructive feedback. I am not afraid to ask for help or guidance if I do not understand my expectations. I firmly believe that hard work and diligence is good for the soul.

Skills:

- Efficient
- Adaptable
- Dependable
- Motivated
- Flexible
- Versatile
- Responsible
- Open-minded
- Dedicated
- Cooperative
- Energetic
- Optimistic
- Independent
- Ambitious
- Resourceful

Employment History:

April 2016-Current

Tri-County Cap; Tyler Blain House; 56 Prospect Street, Lancaster, NH

Shelter Support Staff: Aiding homeless individuals find sustainable housing and overall stability.

Trainings: Crisis Prevention Intervention, Homeless Management Information System End User, Food Bank and ServSafe, CPR/AED, First Aide

June 2013-February 2016

Appalachian Mountain Club; Route 16 Gorham, NH

Housekeeping Department Supervisor: Oversee Housekeeping, custodial, and grounds keeping. Meet all guest/group needs; payroll and scheduling, inventory control and ordering, etc.

Trainings: Bed Bug Inspection, Clivis Maintenance, Safety Protocols

June 2011- December 2012

Market Basket; Laconia Road, Tilton NH

Part Time Deli/Kitchen Associate: Preparing product for sales, make meals to order, cleaning, and customer service.

Trainings: ServSafe, Lockout Tag Out

November 2007- June 2008

Hannaford Brothers Co.; Central Street; Franklin, NH

Overnight Grocery Associate: Job duties included sorting incoming loads, stocking freight, and stock rotation.

November 2006- June 2007; Franklin location and Nov. 2004-May 2006; Gilford/Loudon locations

C.N. Brown Company; Big Apple Convenient Stores

Store Manager: Job duties included directing a crew to achieve the objectives of the company while striving to meet the needs of the customers. I completed daily accounting paperwork as well as processed deposits, inventory control, staffing, scheduling, and payroll.

Trainings: Product Awareness and Safety, Vendor Relations, Anti-theft Techniques, Staff Relations, and Store Related IT.

Education:

Southern New Hampshire University- Manchester, NH

BS in Business Administration with a concentration in Human Resources

Anticipated Graduation Date: June of 2020

Franklin Pierce College- Concord, NH

Associates in Accounting; 16 Credits

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.

Joshua H. Clark

Skills:

- Exceptional ability to maintain confidentiality and security
- Self-motivated and dependable
- Self-directed, and can work without supervision
- Strong attention to detail
- Excellent conflict resolution skills
- Able to work under pressure
- Outstanding work ethic
- Non-judgmental
- Kind and compassionate

Employment History:

July 2016-Present: Support Staff, Tyler Blain House Homeless Shelter, Lancaster, New Hampshire

- Responsible for enforcing bed bug protocol, intake of new shelter guests to include a criminal background check, managing emergencies, shelter guest transport, written case notes, developing plans of action with shelter guests, kind and compassionate case management, practicing confidentiality

February 2015-Present: Owner/Mechanic, Euro Plus, Berlin, New Hampshire

- Responsibilities include examining vehicles to determine the extent of damage or malfunction. Rebuilding and repairing engines. Removing and replacing tires, shocks, struts and brakes. Ordering accurate amount of supplies and parts to maintain necessary inventory. Contributing to repeat business by using strong customer service skills. Organizing accurate work records and receipts.

June 2013-April 2016: Night Watchman, Appalachian Mountain Club, Gorham, New Hampshire

- Patrolled the facility and grounds and served as a general security presence and visible deterrent to crime and rule infractions. Made sure campus was locked down and secure for the night. Warn troublemakers causing problems on establishment premises and eject them from premises when necessary. Night time search and rescue response. Confer with customers in person to provide information about services or obtain details of complaints as well as responsibility for light maintenance.

February 2005- June 2013: Mover/Driver, Morgan Self Storage; Manchester, New Hampshire

- Properly prepare and pack customer belongings for move and load onto truck. Properly pad, wrap, pack, and secure household goods/office materials in cartons for safe interstate transportation. Disassemble/Re Assemble Furniture. Complete move with high customer satisfaction.

September 2003-February 2005: Concrete Worker, T & M Concrete, Loudon, New Hampshire

- Performed cement mixing procedures daily. Operated drills and jackhammers to break up pavement. Loaded delivered and unloaded a variety of construction materials and supplies. Maintained all required task logs daily.

Education:

- General Equivalency Diploma Plymouth High School, Plymouth New Hampshire - May 2004

Certificates and Trainings:

- First Aid/CPR
- Artificial Defibrillator
- Crisis Prevention
- Infectious Disease

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

Clubs and Extracurricular Activities

- Student Climate Culture (student movement for UVM to divest from fossil fuels)
- Climbing Club
- Ski & Snowboard Club
- Outing Club

Experiences

- Fair Trade Federation Annual Conference Spring 2016
- Northeast Organic Farming Association (NOFA) Conference Spring 2015
- Renewable Energy workshop leader at Vermont Youth Climate Summit Fall 2015
- Vermont Town Forest and Conservation Summit Fall 2015
- People's Climate March, NYC Fall 2014
- UVM Wilderness TREK whitewater kayaking program Fall 2012
- St. Paul's School Advanced Studies Program in Ecology Summer 2011
- Johns Hopkins Center for Talented Youth program in Philosophy Summer 2009
- Hugh O'Brian Youth Leadership Program (HOBY) Spring 2009
- Trail To Every Classroom AT Student Ambassador Program Fall 2008-Spring 2012
- Merrowvista community building and environmental education camp Fall 2008

Certifications, Workshops, & Trainings

- Permaculture Design Certification (PDC)
- American Association of Snowboard Instructors (AASI) Level I
- American Avalanche Association (AAA) Level I
- Leading Green sustainable design workshop (LEED prep. course)
- Total Education in Alcohol Management (TEAM)
- Leave No Trace (LNT) Trainer
- Naloxone (NarCan) training, Littleton Regional Hospital

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, workshops)
- Writing (i.e. news articles, program reports, essays)
- Communication & outreach
- Problem solving & conflict resolution
- Event promotion
- Basic graphic design (posters, flyers, brochures)
- Customer service

Employment History

- Bus Person, Grandma's Kitchen in Whitefield, NH Summer 2017-present
- Support Staff, Tyler Blain House Homeless Shelter in Lancaster, NH Winter 2017-present
- Butler, Whale's Tale Waterpark in Lincoln, NH 2014-2016 (seasonal)
- Sales Associate, Aylakai & The Broomcloset in Littleton, NH 2012-present (as needed)
- Server, The Beal House Inn & Restaurant in Littleton, NH Winter 2016
- Fair Trade Intern, Peace & Justice Center in Burlington, VT Spring 2016
- Driver Helper, United Postal Service in St. Johnsbury, VT Winter 2015 (seasonal)
- Gallery Guard, The Fleming Museum of Art in Burlington, VT 2013-2016 (work-study)
- Snowboard Instructor, Cannon Mountain in Franconia, NH 2010-2012 (seasonal)

Volunteerism

- Usher at the Weathervane Theatre in Whitefield, NH Summer 2016
- Peer Note Taker at UVM in Burlington, VT 2014-2015
- Snowboard instruction workshop leader and "mule" at Adaptive Sports Partners of the North Country in Franconia, NH (over 400 hours) 2009-2013

Tri-County CAP

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Dawn Ferringo	Division Director	\$48,500	16%	\$7,760
Jodi Perlo	Tyler Blain Program Manager	\$35,360	100%	\$35,360
John Mangus	Support Staff	\$17,680	100%	\$17,680
Charity Wythe	Support Staff	\$20,800	100%	\$20,800
Josh Clark	Support Staff	\$12,818	100%	\$12,818
Mae DesTroismisons	Support Staff	\$12,818	100%	\$12,818



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

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

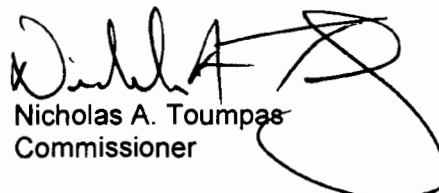
Source of Funds: 100% General Funds

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

Blidder 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 Stratford 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

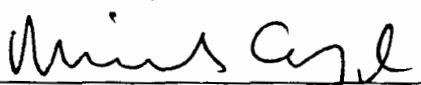
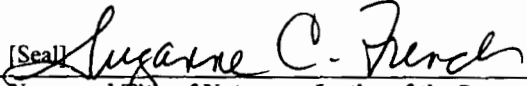
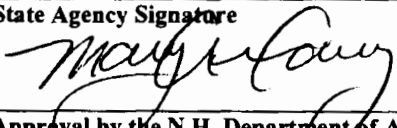
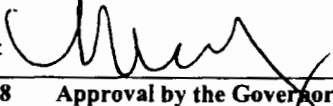
Subject: State Grant-In-Aid Funds Program

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 			
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 (COACH) 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. [unclear] 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: MC
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.



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 \$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 (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 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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

Tri-County Community Action Program, Inc.

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 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:
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 MC

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

Contractor Initials MC

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Tri-County Community Action Program, Inc.

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 (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 & HHS
The State

[Signature]
Signature of Authorized Representative

Marcy Ann Conway
Name of Authorized Representative

Associated Counties
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?

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: _____