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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
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August 14, 2013 Retroactive

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** Agreements with vendors, to provide services to homeless individuals, in an amount not to exceed $123,680. This amount represents an award effective retroactive to July 1, 2013 upon Governor and Council approval, through June 30, 2015. 100% General Funds

Summary of contracted amounts by vendor:

Vendor	Total
Salvation Army McKenna House	$123,680
Total	**$123,680**

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

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

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

Please see attachment for fiscal details

EXPLANATION

This package includes 1 of 25 **retroactive** contracts and represents $123,680 of a total of $3,590,957 anticipated to be spent statewide for the State of New Hampshire Emergency Shelter Program Grant-In-Aid to Homeless Assistance programs for state fiscal years 2014 and 2015. The Governor and Executive council have previously approved sixteen (16) of the twenty-five (25) contracts. The six (6) remaining contracts will be forwarded for approval of Governor and Council when they are received from the Vendors. These contracts are retroactive because of delays in obtaining accurate and complete contract submissions from the Vendors.

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

The total bed nights provided by shelters in NH were:

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

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

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

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

1) Annual compliance reviews are performed, including the collection of data relating to compliance with administrative rules and contractual agreements;

2) Statistical reports are submitted on a semi-annual basis from all funded providers, including various demographic information and income and expense reports including match dollars; and

3) All providers funded for shelter, transitional housing, or outreach services will be required to maintain timely and accurate data entry on the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate data collection. The NH Homeless Management Information System will be

the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts. As of this date, the New Hampshire Coalition Against Domestic and Sexual Violence is the only provider prohibited by NH RSA 173-B and RSA 173-C from providing client specific data into the NH Homeless Management Information System. This provider will be required to provide all required reports through an alternate data system, on the same schedule as other providers.

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

Area served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted,

Mary Ann Cooney
Associate Commissioner

Approved by:

Nicholas A. Toumpas
Commissioner

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

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

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

AIDS Response Seacoast (Vendor# 166647 - B001)

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

Bridge House Shelter (Vendor# 165288 - B001)

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

Child and Family Services (Vendor# 177166 - B002)

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

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

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

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

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

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

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

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

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

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

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

Headrest Inc. (Vendor# 175226 - R001)

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

Helping Hands Outreach Center (Vendor# 174226 - R001)

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

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

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

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

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

Merrimack Valley Assistance Program (Vendor# 157934 - B001)

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

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

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

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

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

New Generation, Inc (Vendor# 177295 - B002)

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

New Horizons for NH (Vendor# 175227 - R001)

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

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

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

New Hampshire Legal Assistance (Vendor# 154648 - B001)

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

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

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

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

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

The Samaritans (Vendor# 204660-B001)

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

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

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

Veteran Homestead Inc (Vendor# 162068 - B001)

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

Total	**$3,590,957**

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 (McKenna House)		**1.4 Contractor Address** 100 South Fruit Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 228-3505	**1.6 Account Number** 05-95-42-423010-7928	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $ 123,680.00
1.9 Contracting Officer for State Agency Maureen U. Ryan, Bureau Administrator		**1.10 State Agency Telephone Number** (603) 271-9197	
1.11 Contractor Signature		**1.12 Name and Title of Contractor Signatory** Thomas A. Schenk, Secretary	

1.13 Acknowledgement: State of N.Y. County of ROCKLAND.

On 6/25/13 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]	Tahnia Wilson Notary Public, State of New York No. 01WI6213088 Qualified in Rockland County Commissioned Expires November 2, 2013
1.13.2 Name and Title of Notary or Justice of the Peace Tahnia Wilson, Contract Funding Analyst	
1.14 State Agency Signature	**1.15 Name and Title of State Agency Signatory** Mary Ann Coveney 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: Jeanne P. Herrick, Attorney	On: 1 Aug. 2013
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: 06/25/2013

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: OV
Date: 06/25/2013

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: 06/25/2013

SCOPE OF SERVICES

State Grant In Aid Program

1. PROVISIONS APPLICABLE TO ALL SERVICES:
   1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Division of Community Based Care Services, Department of Health and Human Services, hereafter referred to as the State.
   1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
   1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
   1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
      1.4.1. 91 program participants will exit the program to permanent housing.
      1.4.2. The average length of stay in this program will be reduced by 10%.
   1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: http://www.nh-hmis.org.
   1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

2. SERVICES:

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

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

METHOD AND CONDITIONS PRECEDENT TO PAYMENT

State Grant In Aid Program

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

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

NH General Funds:
SFY14 not to exceed $61,840.00
SFY15 not to exceed $61,840.00

Federal Funds: Not Applicable

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

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

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

Contractor Initials _____
Date 06/25/2013

State Grant In Aid Program Budget detail

EXPENSE BUDGET for SFY14 and SFY15:

EXPENSE ITEM	State GIA Funds	Match
Prevention/Intervention	**N/A**	**N/A**
Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness	0	0
Essential Services	**$50,688.00**	**$50,688.00**
Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits	0	0
Operations	**$72,992.00**	**$72,992.00**
Shelter operational costs such as rent, utilities, insurance, supplies and taxes	0	0
TOTALS	**$123,680.00**	**$123,680.00**
TOTAL GIA+Match	**$247,360.00**	

Exhibit C

Special Provisions

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

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

2. Add the following to Paragraph 5:
   5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.
   5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).

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

4. Add the following to Paragraph 6.:
   6.4. The Contractor certifies as follows:
      6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;
      6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;
      6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;
      6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:
         6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;

Contractor Initials _____

Date 06/25/2013

immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;

6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;

6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such as species; and

6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;

6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;

6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;.

6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);

6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and

6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).

5. Add the following to Paragraph 7.:

7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.

6. Add the following to Paragraph 8.:

8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.

8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.

8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.

8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.

8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.

8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.

8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.

7. Add the following to Paragraph 9.:

9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:

9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.

9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing and permitting a determination to be made by the State of all Project Costs and other expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State.

9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.

9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The

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

8. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
   10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2. In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3. The Contractor shall fully cooperate with State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

9. Add the following to Paragraph 14:
   14.4. The Contractor shall obtain property, casualty or hazard insurance in an amount at least equal to the amount of any acquisition/rehabilitation advance or the moderate rehabilitation grant provided to the Contractor. The Contractor shall assure that such insurance remains in full force during the term of the commitment to provide supportive housing for the homeless.

10. Add the following to Paragraph 20:
   20.1. DEVELOPMENT
      20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.
      20.1.2. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
   20.2. OPERATION
      20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.
      20.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.
      20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.
      20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.

20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.

20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.

20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.

20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.

20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS

20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.

20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.

20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or, for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.

20.4. OTHER PROGRAM REQUIREMENTS

If a structure rehabilitated with grant funds is leased from a religious organization, the Contractor shall ensure that the lease contains the following provisions:

20.4.1 the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion; and

20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation; and

20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and

20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and

20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and

20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and

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

Exhibit C-1

ADDITIONAL SPECIAL PROVISIONS

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

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

3. Audit Requirement
The Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.
The following requirement shall apply if the Contractor is a State or Local Government: If the federal funds received under this or any other Agreement from any and all sources exceeds $25,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-128, Single Audits of State and Local Governments.

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

Contractor Initials _____
Date 06/25/2013

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: [illegible]

Date: 06/25/2013

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

The Salvation Army — From: 07/01/2013 To: 06/30/2015
(Contractor Name) — (Period Covered by this Certification)

Thomas A. Schenk, Secretary
(Name & Title of Authorized Contractor Representative)

(Contractor Representative Signature) — 06/25/2013
(Date)

Contractor Initials: TW
Date: 06/25/2013

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: 07/01/2013 through 06/30/2015

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 Representative Signature)	Thomas A. Schenk, Secretary (Authorized Contractor Representative Name & Title)
The Salvation Army (Contractor Name)	06/25/2013 (Date)

Contractor Initials: GN

Date: 06/25/2013

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: [illegible]

Date: 06/25/2013

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: [illegible]

Date: 06/25/2013

LOWER TIER COVERED TRANSACTIONS

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

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

	Thomas A. Schenk, Secretary
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
The Salvation Army	06/25/2013
(Contractor Name)	(Date)

Contractor Initials:

Date: 06/25/2013

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

(Contractor Representative Signature)	Thomas A. Schenk, Secretary (Authorized Contractor Representative Name & Title)
The Salvation Army (Contractor Name)	06/25/2013 (Date)

Contractor Initials: GV

Date: 06/25/2013

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

	Thomas A. Schenk, Secretary
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
The Salvation Army	06/25/2013
(Contractor Name)	(Date)

Contractor Initials: _____

Date: 06/25/2013

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

Contractor Initials: [illegible]

Date: 06/25/2013

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

Contractor Initials: [illegible]

Date: 06/25/2013

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

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

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

Contractor Initials: _____

Date: 06/25/2013

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) <u>Obligations of Covered Entity</u>

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.

Contractor Initials: _____

Date: 06/25/2013

(5) **Termination for Cause**

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

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials:

Date: 06/25/2013

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

NH DHHS	The Salvation Army
The State Agency Name	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
MARY ANN COONEY	Thomas A. Schenk
Name of Authorized Representative	Name of Authorized Representative
Associate Commissioner	Secretary
Title of Authorized Representative	Title of Authorized Representative
08/15/13	06/25/2013
Date	Date

Contractor Initials: _____

Date: 06/25/2013

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

	Thomas A. Schenk, Secretary
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
The Salvation Army	06/25/2013
(Contractor Name)	(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 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: _____

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, a(n) New York nonprofit corporation, registered to do business in New Hampshire on July 19, 1954. 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 5th day of June, A.D. 2013

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation with Seal)

I, Bernard W. Meitrott, Assistant Secretary - Finance of the
(Corporation Representative Name) (Corporation Representative Title)

The Salvation Army, do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting Assistant Secretary - Finance of the
(Corporation Representative Title)

The Salvation Army, a New York not-for-profit corporation (the "Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

23rd day of June, 2009, which meeting was duly held in accordance with

New York law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain Emergency Housing services, and that the ~~President (any Vice President) (and the Treasurer)~~ Secretary and the Assistant Secretary - Legal (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Barry C. Swanson — President Name

William R. Carlson — Vice President Name

James R. Reynolds — Treasurer Name

Thomas A. Schenk — Secretary

Richard D. Allen — Assistant Secretary - Legal

Bernard W. Meitrott — Assistant Secretary - Finance

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary - Finance
(Title)

of the Corporation and have affixed its corporate seal this 16th day of July, 20 13.

(Title)
Bernard W. Meitrott
Assistant Secretary - Finance

(Seal)

STATE OF New York

COUNTY OF Rockland

On this the 17 th day of July, 20 13, before me, Bernard W. Meitrott, the undersigned officer,

personally appeared Bernard W. Meitrott, who acknowledge her/himself to be the

Assistant Secretary - Finance, of The Salvation Army, a corporation, and that
she/he, as
(Title) (Name of Corporation)

such Assistant Secretary - Finance being authorized to do so, executed the foregoing instrument for the
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

Assistant Secretary - Finance.

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

Notary Public/Justice of the Peace
Tahnia Wilson
Notary Public, State of New York
No. 01WI6213088
Qualified in Rockland County

My Commission expires: November 2, 2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/12/2013

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

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

PRODUCER

CHESTERFIELD INSURANCE AGENCY, INC.
PO BOX 237
ADDRESS OR CITY, STATE ZIP
GREEN, OH 44232-0237

CONTACT NAME:
PHONE (A/C, No, Ext): 330-896-7639X5104 FAX (A/C, No): 330-896-6548
E-MAIL ADDRESS: SUE.HAMILTON@TPA4TSA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ZURICH AMERICAN INS. CO.	16535
INSURER B : THE SALVATION ARMY RISK TRUST	
INSURER C : THE SALVATION ARMY, A NY CORP.	
INSURER D : AMERICAN ZURICH INS. CO.	40142
INSURER E :	
INSURER F :	

INSURED

THE SALVATION ARMY, A NEW YORK CORP.
440 WEST NYACK ROAD
WEST NYACK, NY 10994

COVERAGES **CERTIFICATE NUMBER:** LOC#0004 0015/07/12/13 **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	
C	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			SELF INSURED RETENTION	01/01/13	01/01/14	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 X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			BAP 8978527-17	01/01/13	01/01/14	COMBINED SINGLE LIMIT (Ea accident)	$ 100,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $500,000			TRUST #19578500	01/01/13	01/01/14	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 8978533-17	01/01/13	01/01/14	X WC STATU-TORY LIMITS / 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	01/01/13	01/01/14	$400,000 XS OF $100,000	

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

ANNUAL GRANT FOR MCKENNA HOUSE ADULT SHELTER. 100 S. FRUIT STREET CONCORD, NH 03301

CERTIFICATE HOLDER

THE STATE OF NEW HAMPSIRE - DEPARTMENT OF HEALTH AND HUMAN SERVICES
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

Susan M. Hamilton

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"Filed subject to attached Disclaimer"

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 black lung benefit trust or private foundation)

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

OMB No. 1545-0047

2011

Open to Public Inspection

A For the 2011 calendar year, or tax year beginning October 1, 2011, and ending September 30, 20 12

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: The Salvation Army

Doing Business As

Number and street (or P.O. box if mail is not delivered to street address): 58 Clinton Street | Room/suite

City or town, state or country, and ZIP + 4: Concord, New Hampshire 03301

D Employer identification number: 13-5562351

E Telephone number: 603-225-5586

G Gross receipts $ 208553.00

F Name and address of principal officer: Majors Jerry & Susan Stinson, 58 Clinton Street, NH 03301

H(a) Is this a group return for affiliates? ☐ Yes ☑ No

H(b) Are all affiliates 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: ▶ www.Concord.SalvationArmyNH.org

H(c) Group exemption number ▶

K Form of organization: ☑ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1899 **M** State of legal domicile: NY

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: The Salvation Army's mission is to preach the gospel of Jesus Christ and meet human needs in his name without discrimination.

2 Check this box ▶ ☐ 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	
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	
5	Total number of individuals employed in calendar year 2011 (Part V, line 2a)	5	
6	Total number of volunteers (estimate if necessary)	6	
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	
b	Net unrelated business taxable income from Form 990-T, line 34	7b	

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)		187003.00
	9	Program service revenue (Part VIII, line 2g)		21550.00
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)		
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)		208553.00
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		68805.00
	14	Benefits paid to or for members (Part IX, column (A), line 4)		
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)		144217.00
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		5132.00
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶		
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)		50479.00
	18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)		268633.00
	19	Revenue less expenses. Subtract line 18 from line 12		-60080.00
			Beginning of Current Year	**End of Year**
Net Assets or Fund Balances	20	Total assets (Part X, line 16)		19943.00
	21	Total liabilities (Part X, line 26)		1761.00
	22	Net assets or fund balances. Subtract line 21 from line 20		18182.00

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 | Date

▶ Type or print name and title

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

"Filed subject to attached Disclaimer"

Part VIII Statement of Revenue

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512, 513, or 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	95491.00				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	91512.00				
	g Noncash contributions included in lines 1a-1f: $ 65787.00						
	h **Total.** Add lines 1a–1f ▶			187003.00			
Program Service Revenue			Business Code				
	2a						
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g **Total.** Add lines 2a–2f ▶			21550.00			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts) ▶						
	4 Income from investment of tax-exempt bond proceeds ▶						
	5 Royalties ▶						
		(i) Real	(ii) Personal				
	6a Gross rents						
	b Less: rental expenses						
	c Rental income or (loss)						
	d Net rental income or (loss) ▶						
		(i) Securities	(ii) Other				
	7a Gross amount from sales of assets other than inventory						
	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. ▶			208553.00			

"Filed subject to attached Disclaimer"

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) but are not required to complete columns (B), (C), and (D).

Check if Schedule O contains a response to any question 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 governments and organizations in the United States. See Part IV, line 21				
2 Grants and other assistance to individuals in the United States. See Part IV, line 22 . . .	68805.00	68805.00		
3 Grants and other assistance to governments, organizations, and individuals outside the United States. See Part IV, lines 15 and 16 . .				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	16809.00	14792.00	1345.00	672.00
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	104004.00	91524.00	8320.00	4160.00
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	3258.00	2867.00	261.00	130.00
9 Other employee benefits	8922.00	7851.00	714.00	357.00
10 Payroll taxes	11224.00	9877.00	898.00	449.00
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17	5132.00			5132.00
f Investment management fees				
g Other				
12 Advertising and promotion				
13 Office expenses	8199.00	7216.00	655.00	328.00
14 Information technology	2377.00	2092.00	190.00	95.00
15 Royalties				
16 Occupancy	18315.00	16117.00	1465.00	733.00
17 Travel	1205.00	1061.00	96.00	48.00
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	14276.00	12563.00	1142.00	571.00
22 Depreciation, depletion, and amortization .				
23 Insurance				
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 Uniforms	71.00	62.00	6.00	3.00
b Memsp	233.00	205.00	19.00	9.00
c Vehicle	1865.00	1641.00	149.00	75.00
d Misc	3938.00	3465.00	315.00	158.00
e All other expenses				
25 **Total functional expenses.** Add lines 1 through 24e	268633.00	240138.00	15575.00	12920.00
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 ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Audit Report
Financial Statements
The Salvation Army
McKenna House Concord
For The Year Ended
September 30, 2012

The Salvation Army
McKenna House Concord Corps Community Center
Schedule of Income
For The Year Ended
September 30, 2012

SCHEDULE A.

INCOME		
Contributions		
Unrestricted Donations	$18,010	
Restricted Donations	68,337	
Seasonal Appeals	5,165	
Collections	0	
Associated Organizations	0	
Thrift Store Appropriation	0	
United Way Allocation	0	
Public Funds	95,491	
Total Public Support		$187,003
Other Revenue		
Program Service Fees	21,550	
War Cry Sales	0	
Other Sales	0	
Investment Income		
Unrestricted	0	
Restricted	0	
Miscellaneous	0	
Total Other Revenue		21,550
Total Public Support and Revenue		$208,553

The Salvation Army
McKenna House Concord Corps Community Center
Schedule of Expenditures
For The Year Ended
September 30, 2012

SCHEDULE B.

EXPENDITURES

Salaries and Related Expenses		
Staff Compensation	$120,813	
Fringe Benefits	12,180	
Payroll Taxes	11,224	
Total Salaries and Related Expenses		$144,217
Supplies, Program and Services		
Professional Fees	5,132	
Education, Recreation, Craft Supp.	139	
Food Purchased	5,132	
Uniforms	71	
Office Supplies	2,735	
Telephone	2,377	
Postage, Shipping	76	
Rent	0	
Utilities	7,205	
Property Upkeep & Repairs	6,735	
Janitorial Supplies	4,375	
Furnishings & Equipment	3,623	
Printed Materials	117	
War Cry Costs	0	
Other Transportation & Meals	1,205	
Vehicle Operating Costs	364	
Vehicle Insurance	1,501	
Vehicle Replacement	0	
Special Meetings	0	
Conferences	0	
Financial Assistance Regular	49,961	
Financial Assistance Seasonal/Disaster	18,844	
Organization Membership Costs	233	
Educational Grants	0	
Miscellaneous	315	
Total Supplies,Program and Services		110,140
Support Payments to Supervisory Headquarters		14,276
Total Expenses		$268,633

The Salvation Army
McKenna House Concord Corps Community Center
Statement of Support, Revenue and Expense
And Change in Fund Balance
Corps Operating Account
For The Year Ended
September 30, 2012

EXHIBIT A.

INCOME		
Public Support and Revenue		
Public Support Received Directly		
Contributions	$91,512	
Total Received Directly		$91,512
Public Support Received Indirectly		
Public Funds	95,491	
United Way Allocation	0	
Total Received Indirectly		95,491
Other Revenue		
Program Service Fees	21,550	
Sales to Public	0	
Investment Income	0	
Miscellaneous	0	
Total Other Revenue		21,550
Total Public Support and Revenue		208,553
EXPENSE		
Program and Supporting Services		
Salaries and Related Expenses	144,217	
Other Operating Expenses	110,140	
Support Payment to Supervisory Headquarters	14,276	
Total Expenses		268,633
(Expenses in Excess of Public Support and Revenue)		-60,080
Fund Balance - Beginning of Year		78,262
Fund Balance - End of Year		$18,182

The Salvation Army
McKenna House Concord Corps Community Center
Combined Balance Sheet
For The Year Ended
September 30, 2012

EXHIBIT B.

ASSETS

Current Assets			
Cash in Bank-Operating Account		$19,843	
Custodian Account			
Petty Cash		100	
Accounts Receivable			
Total Current Assets			$19,943

LIABILITIES AND FUND BALANCES

Liabilities			
Accounts Payable		$1,761	
Fund Balances			
Operating Account		18,182	
Custodian Fund			
Band	0.00		
Board Designated Interest			
Older Ministries	0.00		
Adventure Corps/Scouts	0.00		
Boys Club			
Girl Guards	0.00		
Lord's Dollar	0.00		
Memorials			
Men's Fellowship	0.00		
Sunbeams	0.00		
Torchbearers/Teens	0.00		
Women's Minstries	0.00		
Future Officer's Fellowship			
Youth Group			
Total Custodian Fund		0	
Total Fund Balances			18,182
Total Liabilities & Fund Balances			$19,943

The Salvation Army
McKenna House Concord Corps Community Center
Notes to Financial Statements
September 30, 2012

EXHIBIT C.

Note 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. The accompanying financial statements have been prepared on the accrual basis of accounting.

B. This Corps Community Center is an operating segment of the Northern New England Division of The Salvation Army, and as such does not record fixed assets or acquisitions on the balance sheet. The accounting and recording of same is part of the Corporate Headquarters in New York.

Note 2. FUNDED DEPRECIATION

Vehicles are depreciated over a four year period, with payments of same made to the Divisional Headquarters and held in reserve until replacement. The vehicle replacement account represents this depreciation only.

Note 3. INVESTMENT INCOME

The restricted and unrestricted investment revenues reflected in Exhibit B of the Financial Statements are derived from trust funds willed to The Salvation Army. The restricted revenues are disbursed according to the provisions of the trust instrument and are controlled by Territorial Headquarters in New York. The unrestricted revenues are also controlled by the Territorial Headquarters and are disbursed according to the need of certain programs sponsored by The Salvation Army.

EXHIBIT "A"

The Salvation Army

McKenna House Concord Corps Community Center

Form 990
Return of Organization Exempt from Tax Form

"The Salvation Army in the United States is composed of a National Headquarters, four Territories, each separately incorporated, and multiple local units within each Territory. As a church, The Salvation Army is not required by the IRS to file the Form 990. However, to qualify to receive funding from certain sources, some local units provide information to funding agencies by completing a Form 990 pro forma. Preparing such a pro forma does not constitute a voluntary filing for Form 990. As such, providing the pro forma does not waive The Salvation Army's exemption from the requirement to file the Form 990 return. Therefore, for example, the pro forma return provided to the Combined Federal Campaign contains the following statement on the first page:

DISCLAIMER

The Salvation Army is not required to file IRS Form 990. Therefore, this form is submitted under protest, in compliance with the ruling of CFC opinion 88-1 which states:

"Organizations that are not required to file IRS Form 990 with the IRS must nonetheless submit a completed copy of that form with their application for national or local eligibility."

Since the pro form Form 990 return is provided in the situations and for the purposes described above by local units of The Salvation Army, it is an abbreviated version designed to provide relevant information about the local unit's operations and use of resources. Therefore, only certain applicable parts of the core form that identify the local unit have been completed. Finally, depending on the context, certain parts of the core form containing information relating to either the territory, the local unit, or in some cases, a combination of both."

As Stated in Accounting Minute 15N
Guidelines for Local Preparation of IRS Form 990
Approved by Territorial Finance Council August 18, 2011

Lorrie Dale

[redacted]
[redacted]•Lorrie_Dale@use.salvationarmy.org

Experience

6/07-Current **Salvation Army McKenna House** Concord, NH
McKenna House Director

- Day to day operations
- Implement and follow policies and procedures
- Develop and manage the McKenna House budget
- Fundraising, grant writing, and special events. Directly instrumental in raising over $300,000 in funding for the McKenna House.
- Recruit, train, and hire paid staff and volunteers
- Public speaking and community relations
- Divisional territory homeless liaison
- Facilitate partnerships with appropriate public and private agencies that provide services to residents
- Provide oral and written reports to the Salvation Army
- Participate on various local/state/Army committees related to homelessness
- Maintain records for program administration

9/07-Current **NESDA** Concord, NH
Instructor

- Instruct in dental assistant course skills based on 28 years of dental assistance experience

Education

08 **Crisis Prevention Institute, Inc.** Concord, NH

- *Nonviolent Crisis Intervention training – current through 12/08*

03-07 **Pride Institute** Concord, NH

- *Leadership skills*
- *Conflict management*
- *Team Building*

9/80-5/81 **Rochester Dental Assistance School** Rochester, NY
Dental Assistance Certificate

References

Available upon request

Jenny Connor-Belcourt, CRSW

[redacted]m

Education

Associate in Science - Addiction Counseling, Phi Theta Kappa
NHTI, Concord, NH - May 2010
GPA 3.9

Employment

Phoenix House Franklin Center, Franklin NH
Counselor Assistant/Program Coordinator-Impaired Driver Intervention Program/
Interim Administrative Assistant
November 2009 to October 2012
Duties include education, admissions, screening, counseling, record-keeping, supervision of second shift staff

McKenna House, Concord NH
Case Manager
November 2010-February 2012
Case management with a focus on those with substance abuse issues.

Trainings & Certifications

Certified Recovery Support Worker - March 2011
Prime For Life Educator – June 2012
Addiction in the Family, Access To Recovery, WITS, Crisis Prevention Intervention , CPR/First Aid, HIV & Trends, Ethics

Internships

Phoenix House Franklin Center, Franklin NH
September 2009-December 2009

Merrimack County Academy Program, Boscawen NH
February 2009-May 2009
Practicum which encompassed incorporating the educational knowledge of the twelve core functions with the practical use of the twelve core functions.

Work Study

Salvation Army McKenna House, Concord, NH
September 2007- May 2008
Case management.

Other Experience

Assistant Manager
Contoocook Covered Bridge Restaurant - Contoocook, NH
October 2003 - August 2009
Customer service, supervision, scheduling and training of front staff.

Bus driver - Concord Family YMCA, Greater Manchester YMCA-Allard Center
September 1997- June 2010
CDL-B with passenger endorsement

Home Educator
1994-2005
Independent educator knowledgeable in applicable resources to initiate and successfully complete a home education for children in grades 1-9 to meet the requirements set forth by The New Hampshire State Department of Education.

Volunteer Activities

Variety Show Ticket Sales
First Church of Hopkinton, Hopkinton, NH
February 2005-present
A bi-annual event which raises money for local charities.

Youth Group Chaperone
First Church of Hopkinton, Hopkinton, NH
2003-2008
Chaperone high school aged youth for various mission trips throughout the East Coast. Duties include assisting and supervising youth for various volunteer activities in homeless shelters, food pantries, and home improvement for those in need.

Convention Co-Chair
NE CoDA Intergroup- Littleton, MA
February 1999-January 2000
Collaborated with Co-Chair in organization and production of 1999 New England Co-dependents Anonymous convention.

Interests

Family, transpersonal psychology, creative writing, nature

References available upon request.

Richard Doyle

[redacted]
Phone [redacted]
Cel [redacted]

Objectives:

To find and secure full time employment in an agency that assists and supports those who are homeless, have co-occurring disorders, or otherwise in need of services within the community. In conjunction with securing employment, I will be continuing my educational pursuits and completing a Bachelor's then Master's Degree in social work/ human services from Springfield University in Manchester, NH.

Skills:

- Implement and maintain program directives and best practices. (2+ Yrs.)
- MS Word, Excel, & Access database proficient. (15+ Yrs.)
- HMIS database maintenance (99% accuracy and completeness).
- HUD Federal implementation and annual reporting proficiency.
- HUD goals and 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.
- 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).
- Warehouse Machinery Operation- Pallet Jacks, Fork Lifts, Order Pickers (8+ Yrs.)
- Inventory Control/ Inventory Taking (8+ Yrs.)
- Operations Management- Retail & Facility (15+ Yrs.)
- Stocking/Shipping/ Receiving (10+ Yrs.)

Experience:

Helping Hands Outreach Ministries, Inc.
142 Central Street
Manchester, NH 03101
603-623-8778
Supervisor- Craig Everett

Program Director- Gendron House (January 2008- Current)

- Success rates over 80% and maintains participation of consumers between nine months to two years while in program.
- Program Implementation, inception, and facility management.
- Maintain volunteer staffing pool of three to six persons for house functionality.
- HMIS data lead for Helping Hands organization.
-

HUD Facilitator- Helping Hands Safe Haven (February 2008- Current)

- Maintain 95%+ participation within program guidelines
- Yearly APR consolidation and reporting for HUD grantee.
-

References Available Upon Request

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 direct services to those who have been diagnosed with Alzheimer's disease and/or severe cognitive impairments

Helping Hands Outreach Ministries, Inc. (December 2006-November 2007)
50 Lowell Street
Manchester, NH 03101
603-623-8778

Resident Volunteer- Cook

- Maintained house kitchen and also attained 97-99 ratings for kitchen during city inspections.

The Home Depot (October 2004- July 2006)
288 Daniel Webster Highway
Nashua, NH 03060
Supervisor- Ron Blanchard

Night Operations Manager/ Millwork Supervisor

Interim Personnel (June 1997- December 1997)
9 Trafalgar Square
Nashua, NH 03060
Supervisor: Rebecca Brown

Temporary Employee

Teradyne Industries (September 1996- June 1997)
24 Simon Street
Nashua, NH 03060
Supervisor: Ray Blaisdell

Inventory Control Supervisor/ Stockroom Kitter

Whole Foods (August 1992-1996)
28 Commercial Street
Everett, MA 02149
Supervisor: Gerard Brennan

Warehouse Manager (3rd Shift)

Education:

Manchester Community College (January 2009-2011)
Manchester, NH 03102
Liberal Arts- Human Services Certificate (GPA: 3.74)
Phi Theta Kappa (Inducted 2010)
Graduation Date: May 25, 2011

Middlesex Community College (January 93- May 93)
591 Springs Road
Bedford, Massachusetts 01730
Undeclared- Illustration (GPA: 3.8)

References Available Upon Request

The Salvation Army
58 Clinton Street
Concord, NH

Advisory Board Listing
Updated 03/12

Major Jerry Stinson
The Salvation Army/Director
58 Clinton St
Concord, NH 03301

Chair- Mr. Geoff Martin
[redacted]

Mr. William Davis III
[redacted]

Mr. Gary Webb
[redacted]

Mary Beth McNicholas
[redacted]

John W. Mueller
[redacted]

Stuart Richter
[redacted]

Darton Rose
[redacted]

John Udaloy
[redacted]

Larry White
[redacted]

David Eggleton
[redacted]

Mission Statement

The Salvation Army:

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 with out discrimination.

The McKenna House:

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.

The Salvation Army takes pride in meeting human needs with out discrimination of sex, race, color, religion or sexual preference.

Easter Seals McKenna House

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lorrie Dale	Director	$35781.36	0.00%	$0.00
Richard Doyle	House Manager	$27040.00	0.00%	$0.00
Jenny Connor-Belcourt	Case Manager	$18096.00	55.26%	$10,000.00