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

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate
Commissioner

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

March 25, 2014

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

Retroactive

100% Federal

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 the vendors listed below to provide homeless shelter operations activities to assist homeless individuals through the Emergency Solutions Grant program in an amount not to exceed \$175,841 retroactive to January 1, 2014 upon Governor and Executive Council approval, through December 31, 2014.

Vendor	Vendor Number	Location	Total
Cross Roads House, Inc.	166570 – B001	Portsmouth	\$34,170
My Friend's Place	156274 - B001	Dover	\$36,560
The Salvation Army (Carey House)	177627 – B001	Laconia	\$33,248
The Salvation Army (McKenna House)	177627 – B003	Concord	\$39,351
Tri-County Community Action Program, Inc.	177195 - B009	Berlin	\$32,512
		Total	\$175,841

Funds are available in the following accounts with the ability to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified.

05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

Please see attachment for fiscal details

EXPLANATION

This request is **retroactive** because the grant term is based on a calendar year, however the U.S. Department of Housing and Urban Development has not yet issued the notice of grant awards for this contract. The New Hampshire Consolidated Plan stipulates that contractual funding coincide with the current grant calendar year. The U.S. Department of

Housing and Urban Development grant regulations stipulate that funds be obligated to vendors within 60 days of the Department receiving formal notification of the award amounts.

This package includes 5 of 14 retroactive agreements and represents \$175,841 of a total of \$469,735 anticipated to be available to assure compliance with U.S. Department of Housing and Urban Development requirements. The Council has already approved seven of the 14 contracts and two more will be brought forward at a later meeting. These agreements allocate a portion of the Homeless Emergency Assistance and Rapid Transition to Housing Act funds, formerly known as the Stewart B. McKinney Emergency Shelter Grant Program funds, provided to New Hampshire by the U.S. Department of Housing and Urban Development. Four of the vendors will utilize Homeless Emergency Assistance and Rapid Transition to Housing Act and matching funds pursuant to their agreements for homeless shelter operations activities that include costs such as rent, utilities, insurance, and supplies. Additionally, Tri-County Community Action Program, Inc. will utilize some 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. Such activities help negate instances where households are threatened by immediate homelessness. It is anticipated that these contractors will serve approximately 4,200 individuals statewide.

The Department has administered this program for 26 previous rounds of federal funding. A Request for Proposal was issued at the annual New Hampshire Homeless Provider and Homeless Education Liaison Conference on October 24, 2012 and posted on the Department of Health and Human Services' website. The Request for Proposal required potential bidders submit proposals for funding for state fiscal years 2014 and 2015. Funding is awarded based on anticipated federal funding. The U.S. Department of Housing and Urban Development historically announces funding levels in the late spring. The Department has not yet been notified of the funding amounts available for state fiscal year 2015. However, the Department executed contracts for anticipated funding so that when the federal funds do become available, vendor access to the funds will allow continuation of services to homeless individuals without interruption.

Criteria for selection included: proposal includes all elements and is assembled as required; program design and need for project; use of outcome/performance measures and outcomes achieved; cost effectiveness and leveraging of resources; local service delivery area coordination/collaboration; soundness of program approach; 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. All proposals met or exceeded the minimum score of 50 required for funding. (Please see the attached Scoring and Financial detail for additional information).

The Department 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 reports, as well as income and expense reports, including match dollars.

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 New Hampshire Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts.

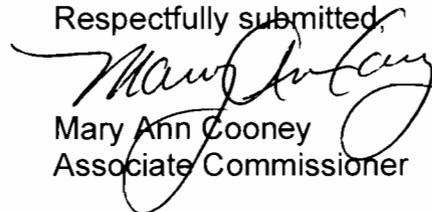
Should the Governor and Executive Council not approve this request, shelter and homeless prevention resources for homeless people may not be available in local communities, resulting in a statewide increase in demand for these services on the local welfare authorities. People who are without housing and resources will resort to seeking local shelter in places not fit for habitation, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for shelter, 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% Federal

In the event that Federal funds became no longer available, General funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by



Nicholas A. Toumpas
Commissioner

Emergency Solutions Grant (ESG)

The Bridge House, Inc. (Vendor# 165288 - B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$15,031
102-500731	Contracts for Prog Svc	42306010	2015	\$15,031
			Sub-total	\$30,062

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,085
102-500731	Contracts for Prog Svc	42306010	2015	\$17,085
			Sub-total	\$34,170

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$6,916
102-500731	Contracts for Prog Svc	42306010	2015	\$6,916
			Sub-total	\$13,832

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$17,982
102-500731	Contracts for Prog Svc	42306010	2015	\$17,982
			Sub-total	\$35,964

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$9,052.50
102-500731	Contracts for Prog Svc	42306010	2015	\$9,052.50
			Sub-total	\$18,105

**Family Promise of Greater Nashua, Inc. (Vendor# 159372 - B001)
d/b/a Anne-Marie House**

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$4,623
102-500731	Contracts for Prog Svc	42306010	2015	\$4,623
			Sub-total	\$9,246

Emergency Solutions Grant (ESG)

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,767
102-500731	Contracts for Prog Svc	42306010	2015	\$20,767
			Sub-total	\$41,534

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$18,280
102-500731	Contracts for Prog Svc	42306010	2015	\$18,280
			Sub-total	\$36,560

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$21,278.50
102-500731	Contracts for Prog Svc	42306010	2015	\$21,278.50
			Sub-total	\$42,557

New Horizons for NH (Vendor# 175227 - R001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$20,659.50
102-500731	Contracts for Prog Svc	42306010	2015	\$20,659.50
			Sub-total	\$41,319

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$19,675.50
102-500731	Contracts for Prog Svc	42306010	2015	\$19,675.50
			Sub-total	\$39,351

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

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,624
102-500731	Contracts for Prog Svc	42306010	2015	\$16,624
			Sub-total	\$33,248

Emergency Solutions Grant (ESG)

Southwestern Community Services, Inc. (Vendor # 177511-B001)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$30,637.50
102-500731	Contracts for Prog Svc	42306010	2015	\$30,637.50
			Sub-total	\$61,275

Tri-County CAP, Inc. (Vendor # 177195-B009)

Account	Class Title	Activity Code	State Fiscal Year	Contract Amount
102-500731	Contracts for Prog Svc	42306010	2014	\$16,256
102-500731	Contracts for Prog Svc	42306010	2015	\$16,256
			Sub-total	\$32,512

Total	\$469,735
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A Request for Proposal for state funding was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website.

Shelter Programs	Evaluation Score	HMIS Utilization	Total Score
New Horizons for New Hampshire	90.5	9.5	100
Greater Nashua Council on Alcoholism (Keystone Hall)	90	9.8	99.8
Bridge House	90.5	8.6	99.1
Nashua Soup Kitchen and Shelter, Inc	88.5	10	98.5
Harbor Homes Inc	86.5	9.8	96.3
Salvation Army - Laconia (Carey House)	87	9.1	96.1
Cross Roads House, Inc	84.5	10	94.5
Greater Nashua Interfaith Hospitality Network	85.5	8	93.5
My Friend's Place	82.5	9.5	92
Southwestern Community Services - Claremont	80.5	8.5	89
Friends Program	78.5	10	88.5
First Congregational Church	81.5	6.5	88
Salvation Army - Concord (McKenna House)	78	10	88
Southwestern Community Services - Keene	80.5	7	87.5
Tri-County Community Action Program, Inc	75.5	7.5	83

Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. Fifteen (15) separate proposals that could be funded through Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH), from 14 organizations were evaluated and scored. Since HEARTH funds constitute a small portion of each organization's overall budget, proposals that qualified for HEARTH funds were evaluated and scored with all other proposals. All proposals met or exceeded the minimum score required for funding.

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

- Natalie Allen, BA, MBA, Retired NH Department of Health and Human Services Employee – Over 30 years of social services most recently as a Community Relations Manager, served on the Local Service Delivery Areas of Concord and Laconia, and as a member of the Balance of State Continuum of Care
- Michael Bilson, BA, Program Planner I, Office of Consumer and Family Affairs, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services

- John Capuco, Psy. D, Administrator, Bureau of Developmental Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Christopher Cullinan, BA, MPA, Manager of Ryan White CARE Program, Division of Public Health, NH Department of Health and Human Services
- Sharon Drake, BS, Chief Executive Officer, Serenity Place (an NCADD Affiliate)
- Margaret Fogarty, MA, BA, Economic Justice Project Coordinator, American Friends Service Committee
- Ellen Fries, BA, Concord Coalition to End Homelessness
- Sherry Gould, Director, Wijokadoak, Inc
- Bill Guinther, BA, Program Policy Analyst at New Hampshire Housing Finance Authority (NHHFA)
- Janet Horne, Business Systems Analyst I, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- David Keller, Former Minister at Concord's First Congregational Church
- Janine A Lesser, BS, MS, Child Care Program Specialist IV, TANF Policy Unit, Division of Family Assistance, NH Department of Health and Human Services
- Sandra Matheson, Director, State Office Victim/Witness Assistance, NH Attorney General's Office
- William McGonagle, Assistant Commissioner, NH Department of Corrections
- Niki Miller, MS, Senior Project Associate at Advocates for Human Potential, formerly Administrator of Women Offenders for NH Department of Corrections
- Karen Orsini, MSN, RN, Director of Quality Improvement, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Linda J Parker, BS, CPM, Program Specialist IV, Division of Community Based Care Services, NH Department of Health and Human Services
- Bernadette Pelczar, BA, MSW, Social Worker
- Kimberly Perez, PhD, Family HIV Program Manager, Dartmouth-Hitchcock
- Myriam Roeder, Adoption Manager, Division of Child, Youth and Families, NH Department of Health and Human Services
- Todd Ringelstein, Program Planning and Review Specialist, Division of Developmental Services, NH Department of Health and Human Services

- Michael Rogers, MHA, MT, MC, Assistant Administrator, Bureau of Drug and Alcohol Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Marianne Savarese, BS, RN, Project Director of Health Care for the Homeless Program
- Barbara Thorngren, M.Ed, Collaborative Education Consultant for PeaceWorks New Hampshire, LLC
- Kristina Toth, BA, Administrator, Family Connections Center, NH Department of Corrections
- Sally Varney, BA, Program Planning and Review Specialist, Division of Community Based Care Services, NH Department of Health and Human Services
- Dave Villiotti, MS, Executive Director, Nashua Children's Home
- Donna Walker, BBA, MBA, Business Administrator IV, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Kathleen Walton, Masters in Human Service Administration, Human Service Director, Town of Salem

HEARTH funds were awarded to the Operations budgets of emergency homeless shelter programs to meet federal requirements for the utilization of these funds. In order to assure that HEARTH funds were available to all programs providing emergency shelter, the following formula was utilized:

- For any program with an Operations budget of \$50,000 or less, the entire Operations budget line was supported through HEARTH dollars; and
- For any program with an Operations budget of \$50,000 or more, 52% of the Operations budget line was supported through HEARTH dollars.

Subject: Emergency Solutions Grant Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Cross Roads House, Inc.		1.4 Contractor Address 600 Lafayette Road Portsmouth, NH 03801	
1.5 Contractor Phone Number (603) 436-2218	1.6 Account Number 010-042-7927-102-0731	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$34,170.00
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature <i>Martha Stone</i>		1.12 Name and Title of Contractor Signatory <i>Martha Stone, Executive Director</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rochester</u> On <u>2/25/2014</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature [Seal]		Notary Public, State of New Hampshire My Commission Expires July 28, 2016 <i>Susan D. Duchesney</i>	
1.13.2 Name and Title of Notary or Justice of the Peace <i>SUSAN D. DUCHESNEY, NOTARY</i>			
1.14 State Agency Signature <i>Mary Ann Cooney</i>		1.15 Name and Title of State Agency Signatory <i>MARY ANN COONEY Associate Commissioner</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Rosemary Ad</i> On: <i>3-24-14</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: MS
Date: 2/25/14

8. EVENT OF DEFAULT/REMEDIES.

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

Emergency Solutions Grant

1. **CONDITIONAL NATURE OF AGREEMENT**

1.1 Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Emergency Services Grant. The State has applied for the Emergency Services Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Emergency Services Grant.

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

2.1 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, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

2.2 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.

2.3 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.

2.4 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.

2.5 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>.

2.6 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.

3. **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:

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Exhibit A

- 3.1 Emergency Solutions Grant Program, 24 CFR part 576
- 3.2 Contractor shall use the US Dept of Housing and Urban Development Emergency Solutions Grant 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.

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METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable

Federal Funds:

CFDA #: 14.231

Federal Agency: U.S. Department of Housing & Urban Development

Program Title: Emergency Solutions Grant

Total Amount Emergency Solutions Grant Program;

2014: not to exceed \$34,170.00

Funds allocation under this agreement for Emergency Solutions Grant Program;

Operating expenses: \$34,170.00

Total program amount: \$34,170.00

1. 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 fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant Program, in an amount not to exceed and for the time period specified above.
2. REPORTS.

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

- 2.1. Progress Reports: Semiannual 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.
- 2.2. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.3. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

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Exhibit B

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

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.
- 3.2. 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 the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.
- 3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
- 3.4. Review of 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. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds 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.

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Emergency Solutions Grant

EXPENSE BUDGET for 2014:

<i>EXPENSE ITEM</i>	<i>Federal HEARTH Funds</i>	<i>Match</i>
Operations	\$34,170.00	\$34,170.00
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$34,170.00	\$34,170.00
TOTAL Federal+Match	\$68,340.00	

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SPECIAL PROVISIONS

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

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



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

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

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

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

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

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

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

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

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

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

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

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

Contractor Name: Cross Roads House, Inc

2/25/14
Date

Martha Stone
Name:
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Cross Roads House, Inc.

2/25/14
Date

Martha Stone
Name:
Title: Executive Director

Contractor Initials MS
Date 2/25/14



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

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

INSTRUCTIONS FOR CERTIFICATION

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

MS

3/25/14



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Cross Roads House, Inc.

2/25/14
Date

Mantha Stone
Name: Executive Director
Title:



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 Name: Cross Roads House, Inc.

2/25/14
Date

Martha Stone
Name:
Title: Executive Director



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *Cross Roads House, Inc.*

2/25/14
Date

Martha Stan
Name:
Title: *Executive Director*

Contractor Initials *MS*
Date 2/25/14



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "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.
9. "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).
10. "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.
11. "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.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "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.
15. "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.
16. 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.

[Handwritten Signature]
2/25/14



Use and Disclosure of Protected Health Information

1. 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.
2. Business Associate may use or disclose PHI:
 - 2.1. For the proper management and administration of the Business Associate;
 - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. 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.
4. 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.
5. 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.

Obligations and Activities of Business Associate

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.



6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

Obligations of Covered Entity

1. 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.
2. 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.
3. 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.

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.



Miscellaneous

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name: Cross Roads House, Inc.

2/25/14
Date

Martha Stone
Name: Executive Director
Title:

State Agency Name:
NH DHHS

3/13/14
Date

Mary Ann Cooney
Name: Mary Ann Cooney
Title: Associate Commissioner

Contractor Initials MS
Date 2/25/14



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

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

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

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

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

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

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

Contractor Name: *Cross Roads House, Inc.*

2/25/14
Date

Martha Stone
Name: *Executive Director*
Title:

Contractor Initials *MS*
Date *2/25/14*



FORM A

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

1. The DUNS number for your entity is: 171 774 979
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

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:

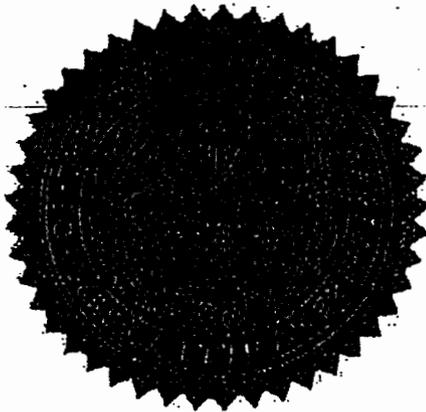
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CROSS ROADS HOUSE, INC. is a New Hampshire nonprofit corporation formed March 24, 1982. 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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, David Van Patten, do hereby certify that:
(Name of the elected Officer of the Agency cannot be contract signatory)

1. I am a duly elected Officer of Cross Roads House, Inc.
(Agency Name)

2. The following is a true copy of two resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on February 25, 2014 :
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 25th day of February, 2014 .
(Date Contract Signed)

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

of the Agency.



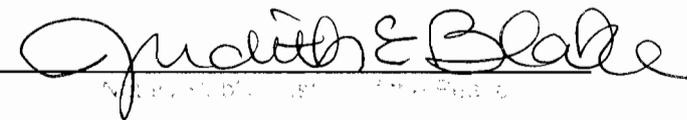
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 25th day of Feb, 2014

By DAVID VAN PATTEN
(Name of Elected Officer of the Agency)



JUDITH E. BLAKE, Notary Public

NOTARY SEAL

JUDITH E. BLAKE, Notary Public
My Commission Expires September 9, 2014

Commission Expires: _____

JUDITH E. BLAKE, Notary Public
My Commission Expires September 9, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2014

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 DataRisk LLC 1 New Hampshire Avenue, Suite 120 Portsmouth, NH 03801 www.DataRisk.com	CONTACT NAME: PHONE (A/C No. Ext): (603) 778-8985 FAX (A/C No.): (603) 778-8987 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Crossroads House, Inc 600 Lafayette Rd. Portsmouth NH 03801-5435	INSURER A: Philadelphia Indemnity Insurance Co. NAIC # 18058	
	INSURER B: First Comp	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 19391895

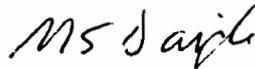
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1112764	1/10/2014	1/10/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1112764	1/10/2014	1/10/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PHUB44187	1/10/2014	1/10/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC0102840-04	1/10/2014	1/10/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Dept of Health & Human Services Bureau of Homeless & Housing 129 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Michael S. Daigle
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ACORD 25 (2014/01)

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CROSS ROADS HOUSE, INC.

Mission Statement

At Cross Roads House:

We protect men, women and children of the Greater Seacoast area experiencing homelessness from exposure and hunger.

We provide secure, transitional shelter for those seeking to break the cycle of homelessness.

We support individuals and families by providing them with the opportunity to move with dignity and purpose to stable and decent housing.

CROSS ROADS HOUSE, INC.

FINANCIAL STATEMENT

Year Ended June 30, 2012
with Summarized Financial Information
for the Year Ended June 30, 2011

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Sanders & Karcher
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Cross Roads House, Inc.

We have audited the accompanying statement of financial position of Cross Roads House, Inc. (a nonprofit organization) as of June 30, 2012 and the related statements of activities, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based upon our audit. The June 30, 2011 financial statements were audited by us and in our report, dated September 1, 2011, we expressed an unqualified opinion on those financial statements.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cross Roads House, Inc. as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards* we have also issued our report dated February 1, 2013 on our consideration of Cross Roads House, Inc.'s internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Our audit was performed for the purpose of forming an opinion on the basic financial statements of Cross Roads House, Inc. taken as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audit of States, Local Governments and Non-Profit Organizations* and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

Sanders & Karcher
Sanders & Karcher
February 1, 2013

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

	2012	2011
<u>ASSETS</u>		
<u>CURRENT ASSETS</u>		
Cash	\$ 326,706	\$ 529,398
Grants receivable	103,938	108,525
Unconditional promises to give	23,750	95,203
Prepaid expenses	26,480	20,925
Total current assets	480,874	754,051
PROPERTY & EQUIPMENT, net of accumulated depreciation of \$622,872 & \$475,041, respectively	5,252,428	4,826,009
<u>OTHER ASSETS</u>		
Closing costs, net of accumulated amortization of \$169 & \$0, respectively	1,184	-
Unconditional promises to give, long-term	333,761	494,387
Marketable securities, long-term reserve	270,497	265,133
Beneficial interest in assets held by others	115,295	123,295
Cash and securities, operating reserve	103,239	36,767
Total other assets	823,976	919,582
TOTAL ASSETS	\$ 6,557,278	\$ 6,499,642
<u>LIABILITIES AND NET ASSETS</u>		
<u>CURRENT LIABILITIES</u>		
Accounts payable	\$ 15,916	\$ 31,849
Accrued payroll items	34,216	36,199
Total current liabilities	50,132	68,048
<u>LONG-TERM DEBT</u>	261,951	547,274
Total liabilities	312,083	615,322
<u>NET ASSETS</u>		
Unrestricted		
Designated	373,735	301,900
Undesignated	5,398,654	4,869,535
Temporarily restricted	357,511	589,590
Permanently restricted	115,295	123,295
Total net assets	6,245,195	5,884,320
TOTAL LIABILITIES AND NET ASSETS	\$ 6,557,278	\$ 6,499,642

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

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

	2012	2011
PUBLIC SUPPORT AND REVENUES:		
PUBLIC SUPPORT		
Government grants	\$ 830,772	\$ 401,157
Donations	381,381	506,591
Fund raising, net of direct expenses of \$42,713 and \$41,752, respectively	<u>263,308</u>	<u>220,509</u>
Total public support	<u>1,475,461</u>	<u>1,128,257</u>
REVENUES		
Use of facilities	2,950	-
Investment return	<u>23,054</u>	<u>23,918</u>
Total revenues	<u>26,004</u>	<u>23,918</u>
Total public support and revenues	<u>1,501,465</u>	<u>1,152,175</u>
EXPENSES		
Program services	810,093	909,743
General and administrative	181,234	190,084
Fundraising	<u>141,263</u>	<u>149,689</u>
Total expenses	<u>1,132,590</u>	<u>1,249,516</u>
INCREASE (DECREASE) IN OPERATING NET ASSETS	368,875	(97,341)
BUILDING SUPPORT, released via use		
Government grants	230,999	401,157
Donations	<u>1,080</u>	<u>2,672</u>
Total building support	<u>232,079</u>	<u>403,829</u>
INCREASE IN UNRESTRICTED NET ASSETS	600,954	306,488
TEMPORARILY RESTRICTED NET ASSETS		
Public support	851,727	421,193
Restrictions satisfied by use	(<u>1,083,806</u>)	(<u>839,096</u>)
DECREASE IN TEMPORARILY RESTRICTED NET ASSETS	(<u>232,079</u>)	(<u>417,903</u>)
PERMANENTLY RESTRICTED ASSETS		
Investment revenue, net of fees	(569)	19,448
Distributions	(<u>7,431</u>)	(<u>5,374</u>)
INCREASE (DECREASE) IN PERMANENTLY RESTRICTED NET ASSETS	(<u>8,000</u>)	<u>14,074</u>
INCREASE (DECREASE) IN NET ASSETS	360,875	(97,341)
NET ASSETS, Beginning of year	<u>5,884,320</u>	<u>5,981,661</u>
NET ASSETS, End of year	\$ <u>6,245,195</u>	\$ <u>5,884,320</u>

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

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

	2012		2011	
	Program Services	General and Admin	Fund- Raising	Total
Management salaries	\$ 24,684	\$ 104,800	\$ 64,500	\$ 193,984
Salaries and wages	312,556	2,000	18,429	332,985
Payroll taxes	28,500	9,280	7,197	44,977
Employee benefits	47,547	7,708	16,563	71,818
Professional fees	-	24,999	-	24,999
Food	25,757	-	-	25,757
Direct services	7,411	-	-	7,411
Heat	11,480	653	624	12,757
Electricity	24,119	1,341	1,340	26,800
Water and sewer	18,315	907	1,128	20,350
Repairs and maintenance	43,331	2,407	2,408	48,146
Insurance	19,702	1,095	1,095	21,892
Telephone	3,904	217	216	4,337
Office and administration	3,500	12,907	16,408	32,815
Fundraising	-	-	2,580	2,580
Volunteer development	-	1,463	-	1,463
Rapid rehousing program	79,822	-	-	79,822
Staff and program development	1,565	-	-	1,565
Investment fees	-	2,514	-	2,514
Interest	24,856	1,381	1,382	27,619
Depreciation and amortization	133,044	7,562	7,393	147,999
TOTALS	\$ 810,093	\$ 181,234	\$ 141,263	\$ 1,132,590
				\$ 1,249,516

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

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

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from support	\$ 1,648,291	\$ 1,668,543
Interest and dividends received	14,860	5,700
Cash received from use of facilities	2,950	-
Cash paid to employees and suppliers	(980,443)	(1,322,806)
Interest paid	(27,619)	(45,540)
Net cash provided by operating activities	658,039	305,897
CASH FLOWS FROM INVESTING ACTIVITIES		
Net unrealized investment gains	194	18,218
Cash paid for property and equipment	(574,249)	(184,262)
Net cash used by investing activities	(574,055)	(166,044)
CASH FLOWS FROM FINANCING ACTIVITIES		
Cash paid for closing costs	(1,353)	-
Cash paid for borrowings	(285,323)	(682,253)
Net cash used by financing activities	(286,676)	(682,253)
Net decrease in cash	(202,692)	(542,400)
Cash at beginning of year	529,398	1,071,798
CASH AT END OF YEAR	\$ 326,706	\$ 529,398
RECONCILIATION OF CHANGE IN NET ASSETS TO		
NET CASH PROVIDED BY OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ 360,875	\$ (97,341)
Adjustments to reconcile change in net assets to		
net cash from operating activities:		
Net unrealized investment losses	(194)	(18,218)
Depreciation expense	147,830	134,455
Amortization expense	169	-
(Increase) decrease in:		
Grants receivable	4,587	15,518
Unconditional promises to give	232,079	417,904
Prepaid expenses	(5,555)	14,717
Beneficial interest in assets held by others	8,000	(14,074)
Cash and securities, operating reserve	(66,472)	(8,539)
Marketable securities, long-term reserve	(5,364)	129,477
Increase (decrease) in:		
Accounts payable	(15,933)	(280,133)
Accrued payroll items	(1,983)	12,131
Total adjustments	297,164	403,238
NET CASH PROVIDED BY OPERATING ACTIVITIES	\$ 658,039	\$ 305,897

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

CROSS ROADS HOUSE, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2012

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Cross Roads House, Inc. (Cross Roads House), was organized March 24, 1982, but was essentially activated January 1, 1984. The purpose of the organization is to provide safe and supportive emergency and transitional shelter to individuals and families experiencing homelessness in southeastern New Hampshire.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Use of Estimates

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

Income Taxes

Cross Roads House has received a letter of determination dated July 28, 1986 from the Internal Revenue Service advising it that it qualifies as a non-profit organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, it is not subject to income tax. Cross Roads House is classified as other than a private foundation.

Financial Statement Presentation

Cross Roads House presents its financial statements in accordance with Accounting Standards Codification No. 958-210, "Financial Statements of Not-for-Profit Organizations". Under ASC No. 958-210, Cross Roads House is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, Cross Roads House is required to present a statement of cash flows.

Cash and Cash Equivalents

For purposes of these financial statements all non-custodial highly liquid investments with an initial maturity of less than three months or investments with a per share value constant at one dollar are considered to be cash equivalents. Cash equivalents were \$103,239 and \$36,767 as of June 30, 2012 and 2011.

Accounts Receivable

Accounts receivable consist primarily of amounts due from residents and local communities for rent and food. An allowance for doubtful accounts is established based on historical experience and management's evaluation of outstanding accounts receivable at the end of each year. As of June 30, 2012 and 2011 management considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required.

CROSS ROADS HOUSE, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Year Ended June 30, 2012

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Subsequent Events

Subsequent events have been evaluated through February 1, 2013, the date the financial statements were available to be issued.

Promises to Give/Contributions

Contributions are recognized when the donor makes a promise to give to Cross Roads House that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

An allowance for uncollectible unconditional promises is established based on historical experience and management's evaluation of outstanding unconditional pledges at the end of each year. As of June 30, 2012 and 2011, management considers all pledges to be fully collectible.

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

	2012	2011
Capital campaign	\$ 374,750	\$ 618,019
Wentworth Gala event	74,909	69,400
TOTALS	\$ 449,659	\$ 687,419

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

As of June 30, 2012, amounts were due in:

Less than one year	\$ 23,750
One to five years	326,000
Less discount to net present value	7,850
Net promises to give, one to five years	318,150
More than five years	25,000
Less discount to net present value	3,340
Net promises to give, more than five years	21,660
TOTAL	\$ 363,560

CROSS ROADS HOUSE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2012

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Marketable Securities at Fair Value

Cross Roads House records its marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets, in the statement of activities.

Following is a description of the valuation methodologies used for assets measured at fair value.

Common stocks, corporate bonds and U.S. government securities: Valued at the closing price reported on the active market on which the individual securities are traded.

Mutual funds: Valued at the net asset value of shares held by the plan at year end.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Marketable securities at fair value as of June 30, 2012, consisted of the following:

Common stocks	\$ 103,239
Cash mutual fund	128,075
Government bonds mutual fund	142,422
TOTALS	\$ <u>373,736</u>

Property and Equipment

Property and equipment are recorded at cost for those items which have been purchased, and at estimated fair market value for those items which have been donated. The cost of buildings and improvements is recovered using the straight-line method over estimated useful lives of 10 to 33 years. The cost of furniture, fixtures and equipment is recovered using the straight-line method over estimated useful lives of 2 to 7 years. Property and equipment as of June 30, 2012 consisted of the following:

Land and improvements	\$ 213,195
Buildings and improvements	5,595,949
Furniture and equipment	66,156
Total property and equipment	5,875,300
Less accumulated depreciation	622,872
Property and equipment, net	\$ <u>5,252,428</u>

CROSS ROADS HOUSE, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Year Ended June 30, 2012

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Contributions

Cross Roads House records its contributions as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

Donated Services

Contributions of services are recognized in the financial statements if the services enhance or create nonfinancial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. For the years ended June 30, 2012 and 2011, there were no amounts for donated services.

Donated Materials

Donated marketable securities and property and equipment are valued at fair market value. Marketable securities are immediately sold and are included in the statement of activities as donations. Donated materials were received and valued as follows during the years ended June 30,

	2012	2011
Marketable securities	\$ 4,420	\$ 4,356

Functional Allocation of Expenses

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

Investment Valuation and Income Recognition

The Organization's investments as of June 30, 2012 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Organization at year-end. Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. As of June 30, 2012, investments have a market value of \$373,736, cost basis of \$373,542 and unrealized gains of \$194.

NOTE B - BENEFICIAL INTEREST IN ASSETS HELD BY OTHERS

Cross Roads House is a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing this fund, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of Cross Roads House. In accordance with its spending policy, the Foundation makes distributions from the fund to Cross Roads House. The distributions are 4.03% of the market value of the fund per year.

CROSS ROADS HOUSE, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Year Ended June 30, 2012

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

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

	2012	2011
Beginning, fair value, 7/1	\$ 123,295	\$ 109,221
Total return	272	20,304
Foundation fee	(841)	(856)
Distribution/grants	(7,431)	(5,374)
Ending, fair value, 6/30	\$ <u>115,295</u>	\$ <u>123,295</u>

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

NOTE C - ACCRUED PAYROLL ITEMS

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

	2012	2011
Payroll and payroll taxes	\$ 12,871	\$ 10,968
Earned time	21,345	25,231
Totals	\$ <u>34,216</u>	\$ <u>36,199</u>

NOTE D - UNRESTRICTED BOARD DESIGNATED NET ASSETS

The Board of Directors of Cross Roads House has approved the following designations of net assets as of June 30,

	2012	2011
Long-term reserve	\$ 270,497	\$ 265,133
Operating reserve	103,239	36,767
Totals	\$ <u>373,736</u>	\$ <u>301,900</u>

Board designated long-term reserve represents amounts held to enhance the capitalization of Cross Roads House. Unrestricted board designated net assets may not be liquidated or expended without the approval of the Board of Directors. Unrestricted board designated net assets consisted of marketable securities and cash of \$373,736 and \$301,900 as of June 30, 2012 and 2011.

CROSS ROADS HOUSE, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2012

NOTE E - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets of \$357,511 and \$589,590 are available for the capital campaign for the years ended June 30, 2012 and 2011, respectively.

NOTE F - CONCENTRATION OF CREDIT RISK

As of June 30, 2012 and 2011, Cross Roads House has a cash balance held by a bank that was in excess of the amount insured by the Federal Deposit Insurance Corporation. The uninsured amount was \$85,105 and \$64,581, respectively.

Cross Roads House has a cash balance held by an investment brokerage firm that is insured by the Securities Investor Protection Corporation. There were no uninsured amounts as of June 30, 2012 and 2011.

Cross Roads House derives approximately thirty per cent of its operating revenue from government agencies.

NOTE G - COMMITMENTS AND CONTINGENCIES

Cross Roads House receives money under various state and federal grants. Under the terms of these grants, Cross Roads House is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures of the grant were found not to have been made in compliance with the proposal, Cross Roads House may be required to repay the grantor's funds.

NOTE H - LONG-TERM DEBT

Cross Roads House has entered into a bridge phase loan with Peoples United Bank. Payments are currently interest only at 5.3% per annum until July 18, 2013. Additional payments are required to the extent that the capital campaign contributions received during the prior month are applied to principal. At the end of the bridge phase loan term, the principal is required to be less than \$500,000. The loan interest rate then resets to a rate equal to the then current five year Federal Home Loan Bank of Boston Classic Advance Rate plus two percentage points. As of June 30, 2012 and 2011, the outstanding balance is \$231,951 and \$547,274, respectively.

Cross Roads House has obtained a loan from the New Hampshire Community Loan Fund, secured by a second mortgage on the property. Payments are interest only at 2.0% per annum until October 15, 2013. At the end of the interest only term, monthly payments in the amount of \$443, including interest at 2.0% are to commence, with a maturity date of October 15, 2021. As of June 30, 2012 the outstanding balance is \$30,000.

SUPPLEMENTARY INFORMATION

CROSS ROADS HOUSE, INC.
SCHEDULES OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2012

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal CFDA Number	Agency or Pass-Through Number(s)	Program or Award Amount	Federal Disburse- ments
<u>U.S. Department of Housing and Urban Development</u>				
Passed through State of New Hampshire, Department of Health and Human Services:				
Emergency Shelter Grant	14.235	010-092- 7176-102- 0731	\$ 34,170	\$ 34,170
Homeless Prevention and Rapid Re-Housing Program (American Recovery and Reinvestment Act (ARRA))	14.257	010-095- 0832-102- 500731	317,850	120,167
Passed through New Hampshire Community Loan Fund:				
State Energy Program (American Recovery and Reinvestment Act (ARRA))	81.041	-	120,000	120,000
Passed through United Way of the Greater Seacoast:				
Emergency Food and Shelter	97.114	593600-009	12,500	12,500
Passed through Cities of Dover and Portsmouth, NH and State of New Hampshire:				
Community Development Block Grants	14.218	-	396,000	381,179
TOTALS			\$ 880,520	\$ 668,016

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Cross Roads House, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133. Therefore, some amounts presented in this schedule may differ from amounts presented or used in preparation of the financial statements.

REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT
AUDITING STANDARDS

To the Board of Directors
Cross Roads House, Inc.

We have audited the financial statements of Cross Roads House, Inc. as of and for the year ended June 30, 2012 and have issued our report there on dated February 1, 2013. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

Compliance

As part of obtaining reasonable assurance about whether Cross Roads House, Inc. financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance that are required to be reported under *Government Auditing Standards*.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Cross Roads House, Inc. internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operations of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operations that we consider to be material weaknesses.

This report is intended solely for the information and use of the board of directors, management, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Sanders & Karcher

Sanders & Karcher
February 1, 2013

REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND
ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

To the Board of Directors
Cross Roads House, Inc.

Compliance

We have audited the compliance of Cross Roads House, Inc. with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended June 30, 2012. Cross Roads House's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of Cross Roads House's management. Our responsibility is to express an opinion on Cross Roads House's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Cross Roads House's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Cross Roads House's compliance with those requirements.

In our opinion, Cross Roads House, Inc. complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2012.

Internal Control Over Compliance

The management of Cross Roads House, Inc. is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered Cross Roads House's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133.

Board of Directors
Cross Roads House, Inc.
Page 2

Our consideration of the internal control over compliance would not necessarily disclose all matters in the internal control that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that noncompliance with applicable requirements of laws, regulations, contracts and grants that would be material in relation to a major federal program being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over compliance and its operations that we consider to be material weaknesses.

This report is intended solely for the information and use of the board of directors, management, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Sanders & Karcher

Sanders & Karcher
February 1, 2013

CROSS ROADS HOUSE, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
Year ended June 30, 2012

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
14.218	Community Development Block Grant
14.257	Homeless Prevention and Rapid Re-housing Program (ARRA)
81.041	State Energy Program (ARRA)

Dollar threshold used to distinguish between type A and type B programs:

\$ 300,000

Auditee qualified as low-risk auditee? yes no

Section II - Financial Statement Findings

NONE.

Section III - Federal Award Findings and Questioned Costs

NONE.

CROSS ROADS HOUSE BOARD OF DIRECTORS

NAME	EMPLOYER	ADDRESS	Term Ends
Ade, Richard			6/30/2014
Allison, Tim			6/30/2016
Bresette, Suzanne (VICE-PRESIDENT)			6/30/2013
Brown, Bob			6/30/2014
Blake, Jude (SECRETARY)			6/30/2014
Cloutier, Denis			6/30/2016
Cohen, Ken			6/30/2016
Dillon, Denis			6/30/2015
Drew, Kathryn			6/30/2015
Gregg, Zachary			6/30/2015
Hayden, Richard (Chick)			6/30/2015
Martindale, Vivian			6/30/2013
McCarthy, Jim (TREASURER)			6/30/2013
Moore, Vanda			6/30/2015
Scourby, Lex			6/30/2015
Van Patten, David (PRESIDENT)			6/30/2013
Mary, Lee, Vorboys			6/30/2013
Sterndale, Chris			Ex-officio

Martha E. Stone

EXPERIENCE

7/13 – present **Executive Director**, Cross Roads House, Portsmouth, NH

Chief executive of 96 bed not-for-profit homeless shelter. Oversee and manage annual budget and shelter operations. Maintain relationships with state and municipal authorities, and ensure regulatory compliance. Manage federal, state, municipal and private grant solicitations, contract compliance, and reporting. Direct fundraising activities and supervise development staff. Provide executive-level advocacy with medical, social service, and government agencies.

1/04 – 7/13 **Development Director**, Cross Roads House, Portsmouth, NH

Raise \$600,000+ annually to support shelter operations. Responsible for planning and implementing all fundraising activities including individual and corporate giving, direct mail appeals, special events, corporate & foundation grants, and planned giving. Oversee volunteer activities, donor database management, and gift processing. Plan and execute donor stewardship activities and events. Design and produce marketing materials. Represent organization at community events and manage public relations activities. Work closely with Board of Directors to set and achieve fundraising goals. From 2007- 2009 managed a \$5 million capital campaign to fund the design and construction of a new shelter facility.

7/94-1/04 **Co-Owner**, Stone Signs & Designs, Portsmouth, NH

Manage all financial records including accounts payable and receivable; involved in strategic planning and goal setting; created and maintained customer database.

7/94-1/04 **Co-Owner and Property Manager**, Stone Properties, Greenland, NH

Own and operate multiple residential and commercial properties in the Seacoast; maintain financial records including accounts payable and receivable, schedule and coordinate all aspects of maintenance for buildings, interview and process all tenant applications; handle tenant needs.

3/92-6/94 **Marketing Manager**, Healthsource, Concord, NH

Supervised staff of eleven; oversaw the servicing and retention of over 400 accounts by closely monitoring all account renewal activities; created marketing strategies to increase annual membership; designed and developed service program including manuals for client use; trained new Account Managers in all aspects of the position including: negotiating, presentation skills, and conflict resolution; regularly conducted presentations for clients explaining health benefits and policy changes.

10/89-3/92 **Marketing Representative**, Healthsource, Concord, NH

Accountable for renewing and retaining 75 accounts; executed enrollment activities by: gathering underwriting data, presenting benefit plans to both employers and employees in group settings, and negotiating annual contracts; sold health insurance products to new employers.

3/89-10/89 **Marketing Representative**, Beacon Health, Greenland, NH

Serviced existing accounts by coordinating enrollment activities including: developing annual rates, conducting group presentations, and designing marketing materials; sold HMO product to employer groups; actively participated in management team meetings; supervised administrative assistant.

5/87-3/89 **Marketing Assistant**, Hardenburgh-Marks Inc., Boston, MA

Imported and marketed high end gift merchandise; supervised public relations activities; designed and produced literature for new products; prepared for and traveled to trade shows; sold directly to buyers; provided customer service to retail clients.

EDUCATION

Bachelor of Arts, Communications: May 1987
Boston College, Chestnut Hill, MA Honors: Magna Cum Laude

Temple University, London, England
Spring Semester Abroad, Communications and Theater Program 1986

COMPUTER SKILLS

Word, Excel, PowerPoint, Outlook, Constant Contact, Raiser's Edge fundraising software

VOLUNTEER ACTIVITIES

2/04- present **School Board Member**, Greenland Central School, Greenland, NH

3/08-present **Committee Member**, Seacoast Half Marathon, Portsmouth, NH

9/00-6/03 **President & VP**, Greenland Central School Parent Organization, Greenland, NH

1998-99 **Co-Leader**, Mothers & More, Portsmouth, NH

1998-99 **Fundraising & Hospitality Committees**, Seacoast Parenting Conference, Portsmouth, NH

Daniel P. Mitchell

- Objective** **A rewarding and challenging opportunity to collaborate with others in positive ways.**
- Summary of qualifications**
- Extensive experience and qualifications with all aspects of the Profit and Non-Profit Career job descriptions. A varied business background that includes necessary skills (hospitality, personality, integrity, follow-through) to set and accomplish goals and targets.
- Skills in Marketing, writing, accountability, development, and editing. A quick learner with any new functions. Reliable and dependable and able to work within a team as well as independently. Motivated and understanding of all business (non-profit or for-profit) aspects.
- Relevant work experience**
- Director of Operations- Cross Roads House in Portsmouth, NH (10/11-Present)**
Providing stability, growth, and management for a large shelter (96 beds) for families and singles in a progressive non-profit agency. The training and supervision of all Direct Care, Maintenance, Kitchen staff, with collaboration of case managers for the homeless population of seacoast.
- Program Director of Share, Inc. Homestead (Family Homeless Shelter) Vancouver, WA (1/08-10/11) and Woman's Shelter that housed 12 Women in two Homes**
Director of Share, Inc. Children's Hunger Initiative (5/11-10/11)
Providing stability, growth, and management for two family shelters in a \$5.2 million non-profit agency. The training and supervision of Case Managers for the homeless population. Director of Backpack Program (1,000 each week during school year) and SummerSLAM (eight sites)
- Executive Director Pemi Youth Center Plymouth, NH (01/03 – 01/05)**
Provided steady growth and stability to an emerging Main Street non-profit. (1/2 Time Position) Grant writing, Program and Event Planning (along with Fundraisers) main focus.
- Co-Director The Bridge House Plymouth, NH (01/03 – 01/05)**
Provided steady leadership, case work with residents, and transition to an independent shelter (July 2004) after 15 years under Tri-County CAP. Worked with past "umbrella Board" and newly formed local Board to help facilitate building of new shelter (completed May 2005) with \$700,000 Community Development Block Grant and partnered private (\$300,000) fundraising.
- Admin. Coordinator Whole Village Family Resource Center NH (2001-2003)**
Facilitated a collaborative of 17 health and social service agencies.
Responsible for all aspects of property management, marketing, development of future plans (including vision of on-site future homeless shelter) and office functions.
- AmeriCorps Member Newfound Area School District NH (1996-1997)**
Worked with at-risk students in Newfound Area School District on a one-year contract.
Worked and led with varied groups on positive collaborative projects in the Community.
- President/ Charter Member White Mountain Toastmasters NH (2002 – 2011)**
Helped form new non-profit with twenty members; it grew to 44 members, with experience as VP of Education, VP of Marketing, and mentor to others with learning public speaking skills.

Operations Manager Salem Children's Trust & The Hunter School NH (2006)

A six-month contract to identify needed projects in two separate non-profits, research tasks, and complete target goals. Oversaw eight departments that were "steadied" under operations until grant funding for position ran out. All projects/ goals completed in a timely fashion.

Other Relevant Hospitality, Marketing, Business and Leadership Experience:

Retail Manager Sodexho Corporation @ Plymouth State University NH (2006-2007)

Owner/ GM Mitch's Family ("Best NH Community 2005") Restaurant (2005)

General Manager Village of Loon Mountain Lincoln, NH (1994-1996)

Owner/GM Olde Susannah's Restaurant & Lounge NH (1983-1993)

Marketing Consultant: D.A.D. Enterprises (self-employed) NH (1997-2001)

Reporter/ Columnist Coos County Democrat Lancaster, NH (1984-1993)

Other Non-Profit and Volunteer Experiences

"Project Homebound" Independently founded Project, which created a 100% donation base for feeding area "in need" families (greater Lancaster, NH area) at Thanksgiving time. Worked in collaboration with Community to serve the area needy, as a private businessman.

Project Homebound still continues and Celebrates 30 years in the North Country of NH this Thanksgiving. (1984-2014)

1970-1981: Many volunteer activities, including Easter Seals Camp

1991: The Lynsey House in Lancaster, NH. Worked to identify and bring initial Directors to help found the Lynsey House (northern NH homeless shelter), in collaboration with agencies and other community members. Helped to initiate/ coordinate the "Adopt-A-Room" Program to renovate the initial building.

1991-1993: Budget Committee for the Town of Lancaster

1994-2002: Baseball, softball, soccer, and basketball coach in Plymouth, NH.

1997-2001: Actor/ Marketing Educational Theatre Collaborative (ETC) Plymouth, NH.

2004- 2007 and 2012-2013: Actor Little Church Theatre Holderness, NH

1985-1992: Board Member Weathervane Theatre Whitefield, NH

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

2011-current: Documentary Film Maker "Momentary Times" 4 months of traveling and filming cross-country to highlight the issue of homelessness and solution-based ideas.

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

Education

University of Oregon	Business/ Psychology	1979-1981
Portland State University	Business/ Marketing	1978
Mt. Hood Community College	Business/ Marketing	1975-1977
Plymouth (NH) State University	Community Development	2004

Personal Achievement

Single Father reared "the two Best children in the World" Andrew (26) and Darcy (24).

Both Andrew (May 2010 UNH and Masters Program 2014- Professor teaching UNH English) & Darcy (2012 PSU and teaching Kindergarten students full time) are now successful and thriving in Life.

Susan Darling Duchesney

Experience 2002-Current

Finance Director **CrossRoads House**

Manage accounting including payroll, government reporting and audit preparation as well as human resources functions for major seacoast nonprofit.

1996- Current **AA Associates** **Portsmouth, NH**
Accounting Consultant

Manage small business accounting in various industries. Types of businesses include construction, property management, restaurants, athletic clubs, and personal service corporations.

Consult with clients regarding budgeting, corporate development, general operations, and equity analysis.

Set up and provide technical assistance on Quickbooks systems.

Prior to 1996-

Fiscal Director of major nonprofit organizations

including North Shore Elder Services, Preterm Clinic, Manchester VNA and the Seacoast YWCA.

Adjunct Faculty at Seacoast Colleges including Granite State College and Southern NH University

Education 1991 Passed all parts of the CPA exam

2009 Graduate Certificate in Fraud Examination

2005 Southern New Hampshire University
M.S. in Accounting

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

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

1964 University of NH
B.A in History cum laude

Honors & Affiliations CPA candidate(test passed, absence of public accounting experience)
Associate member of AICPA
Certified Fraud Examiner, Member of ACFE

Skills

Excel, Quickbooks, most accounting software and 1040 tax software

References

Available upon request

SANDRA L. BEAUDRY
Licensed Marriage and Family Therapist

EDUCATION

Master of Science, December, 1992
September, 1987
Marriage and Family Therapy
University of New Hampshire

Bachelor of Science,
Human Services
University of Southern New Hampshire

CLINICAL AND SOCIAL SERVICE MANAGEMENT EXPERIENCE

CHILD AND FAMILY SERVICES
Manchester, Concord, Portsmouth, NH

February 1997 to present

Program Director

October 2008 to present

Program Leadership and Supervision

- Direct statewide counseling and adolescent/young adult substance abuse treatment programs and a federally-funded mentoring/family support program for youth being released from the Sununu Youth Services Center (joint project with Goodwill of NNE)
- Supervise 14 direct report clinical staff and two interns
- Develop, monitor and maintain program budgets that have ranged from a total of \$1 million to \$1.4 million annually
- Provide supervision and clinical support to the Seacoast Street Outreach Program mental health clinician and oversee the mental health subcontract with the Healthcare for the Homeless program at Families First
- Supervised and coordinated the statewide CFS Deployment Cycle Support Program, which provided home-based counseling and support to military service members and their families before, during, and after deployment, through a subcontract with Easter Seals
- Directed the Family Intervention Program, state-contracted barrier-resolution services for TANF recipients in the New Hampshire Employment Program across the state, including four sub-contracts with Family Resource Centers
- Provided administrative and clinical support to Healthy Marriage Responsible Fatherhood federal grant project serving fathers in the state prison system and their families
- Developed and maintain procedure manuals for counseling and substance abuse treatment programs
- Oversee quality assurance of clinical records and implementation of evidence-based practices
- Support implementation of Trauma-Focused Cognitive Behavioral Therapy and trauma-informed care

Grants and Contracts

- Managed or co-managed four multi-year federal grants from SAMHSA, OJJDP, and ACF, including data collection and reporting, continuation applications, annual progress reports, and no-cost extension requests
- Managed state contracts with BDAS, DOC, and DFA, including proposal writing and submission, data collection and reporting, and budget development
- Write or contribute to grant proposals to foundations, including grants received from Peoples United Bank for Seacoast office-based family counseling and Healthcare Gives for mobile mental health services in the Street Outreach Program
- Develop proposals and receive funding from United Way agencies across the state
- Write proposals to municipalities, including the city of Portsmouth, and present to town selectman or budget meetings
- Facilitate agency contracts with managed care companies for counseling and substance abuse treatment services and the credentialing of CFS clinical staff
- Provide the CFS agency administrator function for WITS, the web-based treatment, data, pay-for-performance, and billing center for Access to Recovery and BDAS treatment contracts

Board and Community Involvement

- Serve as the staff liaison to the CFS Seacoast Regional Advisory Board, facilitating monthly meetings and their work in fundraising, including the RiverWoods Gala and the Lonza golf tournament
- Facilitate a multi-disciplinary advisory board for the CFS Adolescent Substance Abuse Treatment program with representatives from prevention, treatment, school and juvenile justice service providers
- Represent CFS on the following boards: *New Hampshire Alcohol and Other Drug Service Providers Association*, *Health First* (Laconia and Franklin), and *Community Resource Network* (Seacoast)
- Serve as Board Secretary and Conference Registrar for the *New Hampshire Association for Infant Mental Health*
- Arranged professional conferences in ethics and motivational interviewing for CFS and community clinical/social work staff

Program Manager*June 2007 to October 2008*

Managed Family Intervention Program

Marriage and Family Therapist*February 1997 to June*

2007
 Provided assessment and psychotherapy services to individuals, couples and families in a variety of Seacoast area settings, including community-based therapy to individuals and families experiencing homelessness or housing insecurity in conjunction with the *Healthcare for the Homeless* program, consultation to *Community Child Care Center*, and critical incident response with the state *Disaster Behavioral Health Response Team*. Served on the board of *SeaCare Health Services* for nine years as the mental health representative.

COMMUNITY PARTNERS

Rochester, NH

Home-Based Clinician*May 1992 to February*

1997
 Provided home-based family therapy, case management, and provider consultation services to multi-problem families in Strafford County. Taught Child Impact seminar for divorcing parents.

RESIDENTIAL AND CASE MANAGEMENT EXPERIENCE IN DEVELOPMENTAL DISABILITIES**Service Coordinator***October 1988 to August 1991*

Provided service coordination and individual support to developmentally disabled adults and their families.
Merrimack Valley Case Management Team, Mass. Dept. of Mental Retardation, Haverhill, MA

Case Manager*April 1987 to September 1988*

Obtained and coordinated community services for developmentally disabled adults.
One Sky, Portsmouth, NH

Coordinator of Community Residences*December 1984 to April**1987*

Supervised the operation of four licensed community residences for developmentally disabled adults

Group Home Coordinator*February 1983 to**December 1984*

Established and managed group home for four deinstitutionalized men.
Sullivan County Developmental Services, Claremont, NH

Assistant Residential Program Supervisor*March 1982 to January**1983**ACCESS, Conshohocken, PA***Resident Manager***November 1980 to March 1982**River Crest Center, Mont Clare, PA***PROFESSIONAL MEMBERSHIP AND EDUCATION**

Clinical Member and Approved Supervisor, American Association of Marriage and Family Therapy

Associate Professor

Spring Semester Marriage and Family Therapy Graduate Practicum, University of New Hampshire

January 2013 to present

Teaching Assistant

Introduction to Human Development course, University of New Hampshire

September 1991 to May 1992

CROSS ROADS HOUSE, INC

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Martha Stone	Executive Director	75000	0	0
Daniel Mitchell	Operations Director	40000	0	0
Susan Duchesney	Finance Director	31500	0	0
Sandra Beaudry	Program Director	60000	0	0

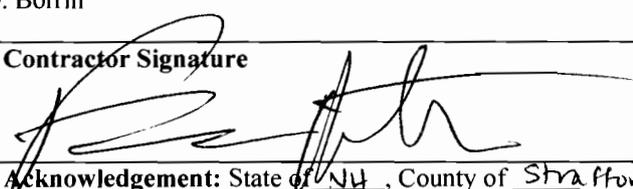
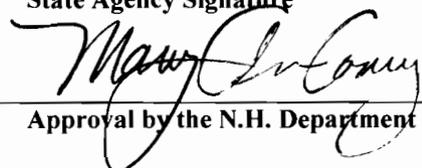
Subject: Emergency Solutions Grant Program

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 My Friend's Place		1.4 Contractor Address 368 Washington Street Dover, NH 03820	
1.5 Contractor Phone Number (603) 749-3017	1.6 Account Number 010-042-7927-102-0731	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$36,560.00
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Francis Bruton, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> . On <u>3/10/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace MEAGHAN A. CALLAGHAN, Notary Public My Commission Expires May 6, 2014			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3-24-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: 
Date: ~~MAR~~ 10 2014

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

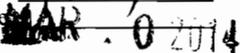
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

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

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

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

Contractor Initials: 
Date:  MAR 10 2014

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



SCOPE OF SERVICES

Emergency Solutions Grant

1. **CONDITIONAL NATURE OF AGREEMENT**

1.1 Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Emergency Services Grant. The State has applied for the Emergency Services Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Emergency Services Grant.

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

- 2.1 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, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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>.
- 2.6 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.

3. **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:



Exhibit A

3.1 Emergency Solutions Grant Program, 24 CFR part 576

3.2 Contractor shall use the US Dept of Housing and Urban Development Emergency Solutions Grant 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.

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MAY 10 2014



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable

Federal Funds:

CFDA #: 14.231

Federal Agency: U.S. Department of Housing & Urban Development

Program Title: Emergency Solutions Grant

Total Amount Emergency Solutions Grant Program;

2014: not to exceed \$36,560.00

Funds allocation under this agreement for Emergency Solutions Grant Program;

Operating expenses: \$36,560.00

Total program amount: \$36,560.00

1. 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 fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant Program, in an amount not to exceed and for the time period specified above.

2. REPORTS.

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

- 2.1. Progress Reports: Semiannual 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.
- 2.2. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.3. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

2014



Exhibit B

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

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.
- 3.2. 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 the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.
- 3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
- 3.4. Review of 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. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds 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.



Emergency Solutions Grant

EXPENSE BUDGET for 2014:

<i>EXPENSE ITEM</i>	<i>Federal HEARTH Funds</i>	<i>Match</i>
Operations	\$36,560.00	\$36,560.00
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$36,560.00	\$36,560.00
TOTAL Federal+Match	\$73,120.00	

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SPECIAL PROVISIONS

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

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

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

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

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

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

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



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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REVISIONS TO GENERAL PROVISIONS

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

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

MAR 13 2014



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

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

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

Contractor Name:
My Friend's Place

Name: FX Bruton
Title: President

~~MAR 10 2014~~
Date

Contractor Initials
Date ~~MAR 10 2014~~



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

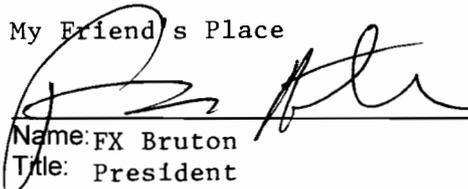
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name:

My Friend's Place


Name: FX Bruton
Title: President

MAR 10 2014
Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

MAR 10 2014

Date

Contractor Name:

My Friend's Place

Name: FX Bruton
Title: President

Contractor Initials

MAR 10 2014



**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 Name:
My Friend's Place

Name: FX Bruton
Title: President

Date: 0 2014



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

My Friend's Place

Name: FX Bruton
Title: President

MAR 20 2014

Date

Contractor Date ~~MAR 20 2014~~



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "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.
9. "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).
10. "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.
11. "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.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "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.
15. "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.
16. 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.

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BAK 0 2014



Use and Disclosure of Protected Health Information

1. 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.
2. Business Associate may use or disclose PHI:
 - 2.1. For the proper management and administration of the Business Associate;
 - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. 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.
4. 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.
5. 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.

Obligations and Activities of Business Associate

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

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6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

Obligations of Covered Entity

1. 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.
2. 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.
3. 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.

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.

RA/B



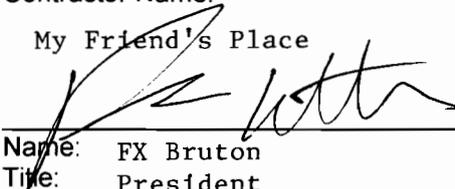
Miscellaneous

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

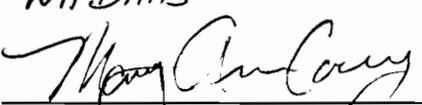
Contractor Name:

My Friend's Place


Name: FX Bruton
Title: President

State Agency Name:

NH DHHS


Name: MARY ANNE COONEY
Title: Associate Commissioner

~~MAR 10 2014~~

Date

3/18/14
Date



~~MAR 10 2014~~
Date



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

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

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

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

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

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

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

MAR 0 014

Date

Contractor Name:

My Friend's Place

Name: FX Bruton

Title: President

Contractor Initials

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FORM A

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

1. The DUNS number for your entity is: 017249801

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

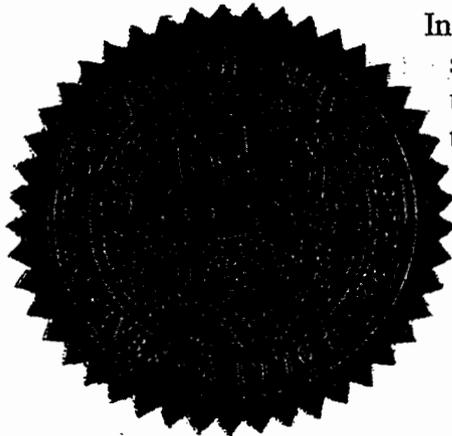
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MAR 0 2014

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MY FRIEND'S PLACE is a New Hampshire nonprofit corporation formed February 3, 1987. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of June A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of My Friend's Place.
(Agency Name)

2. The following is a true copy of two resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 2/11/2014 :
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 10th day of March, 2014.
(Date Contract Signed)

4. Francis X. Bruton is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

B Gaudet Secretary
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strufford

The forgoing instrument was acknowledged before me this 11 day of March, 2014.

By Brenda Gaudet
(Name of Elected Officer of the Agency)

Lisa Routhier
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 2-20-18

MY FRIEND'S PLACE

FINANCIAL STATEMENTS

Year Ended June 30, 2012

DRAFT

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Hodgdon, Wilson & Griffin
Certified Public Accountants, P.A.

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
My Friend's Place
Dover, New Hampshire

We have audited the accompanying statement of financial position of My Friend's Place (a Nonprofit Organization) as of June 30, 2012 and the related statements of activities, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

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

Hodgdon, Wilson & Griffin

DATE

MY FRIEND'S PLACE
STATEMENT OF FINANCIAL POSITION
June 30, 2012

<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents		\$ 105,247
Investments		758
Inventory		4,102
Prepaid expenses		4,723
Employee loans		885
Total current assets		<u>115,715</u>
PROPERTY, PLANT AND EQUIPMENT		
Land		87,150
Buildings and improvements		767,342
Furniture and fixtures		39,985
Equipment		6,187
Total property and equipment		900,664
Less accumulated depreciation		<u>352,331</u>
Net property and equipment		548,333
ENDOWMENT INVESTMENTS		
		<u>8,869</u>
NET ASSETS		\$ <u>672,917</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable		\$ 6,180
Accrued payroll and payroll taxes		7,103
Accrued earned time		8,694
Note payable, current portion		6,795
Total current liabilities		<u>28,772</u>
NOTE PAYABLE, net of current portion		<u>36,204</u>
Total liabilities		64,976
NET ASSETS		
Unrestricted		599,072
Temporarily restricted		-
Permanently restricted		8,869
Total net assets		<u>607,941</u>
TOTAL LIABILITIES AND NET ASSETS		\$ <u>672,917</u>

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

MY FRIEND'S PLACE
STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2012

UNRESTRICTED NET ASSETS	
Public support and revenue:	
Public support	
Grants	\$ 161,147
Donations	75,775
United Way	<u>19,631</u>
Total public support	256,553
OTHER REVENUE	
Bingo proceeds, net	76,098
Rent and miscellaneous	20,032
Other gaming revenue	11,012
Interest income	247
Unrealized loss on investments	(17)
Total other revenue	<u>107,372</u>
Total public support and revenue	363,925
FUNCTIONAL EXPENSES	
Program services	292,413
Management and general	60,798
Fundraising	<u>14,669</u>
Total functional expenses	367,880
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	(3,955)
TEMPORARILY RESTRICTED NET ASSETS	-
PERMANENTLY RESTRICTED NET ASSETS	
Investment income (loss), net of fees	441
Distributions	-
INCREASE (DECREASE) IN PERMANENTLY RESTRICTED NET ASSETS	<u>441</u>
INCREASE (DECREASE) IN NET ASSETS	(3,514)
NET ASSETS, Beginning	<u>611,455</u>
NET ASSETS, Ending	\$ <u>607,941</u>

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

MY FRIEND'S PLACE
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2012

	<u>Program</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total</u>
Classified advertising and public relations	\$ -	\$ 615	\$ -	\$ 615
Depreciation expense	19,398	655	-	20,053
Employee benefits	38,679	7,736	1,934	48,349
Insurance	7,519	4,686	-	12,205
Interest expense	2,966	156	-	3,122
Maintenance and repairs	19,781	686	-	20,467
Miscellaneous	3,290	720	1,112	5,122
Office expense	118	567	2,554	3,239
Professional fees	-	7,706	-	7,706
Resident support services	1,334	-	-	1,334
Salaries and wages	143,638	28,729	7,180	179,547
Supplies	6,431	4,645	1,161	12,237
Taxes, payroll	14,564	2,913	728	18,205
Telephone	4,086	215	-	4,301
Training	671	-	-	671
Transportation expense	726	-	-	726
Utilities	<u>29,212</u>	<u>769</u>	<u>-</u>	<u>29,981</u>
TOTAL FUNCTIONAL EXPENSES	<u>\$ 222,413</u>	<u>\$ 60,798</u>	<u>\$ 14,669</u>	<u>\$ 367,880</u>

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

MY FRIEND'S PLACE
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2012

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase (decrease) in net assets	\$(3,514)
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Unrealized loss on investments	17
Investment (income) loss, net of fees	(441)
Distributions from permanently restricted net assets	-
Depreciation	20,053
(Increase) decrease in:	
Grants receivable	-
Inventory	(2,026)
Prepaid expenses	3,158
Employee loans	(885)
Increase (decrease) in:	
Accounts payable	5,229
Accrued payroll and payroll taxes	339
Accrued earned time	<u>(1,702)</u>
Total adjustments	<u>23,742</u>
Net cash provided (used) by operating activities	20,228
CASH FLOWS FROM INVESTING ACTIVITIES	
Acquisition of property, plant and equipment	(3,406)
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal reduction of long-term debt	<u>(6,312)</u>
Increase (decrease) in cash	10,510
Cash at beginning of year	<u>94,737</u>
CASH AT END OF YEAR	\$ <u>105,247</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION	
Cash paid during the year for interest	\$ 3,122

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

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

My Friend's Place was organized February 3, 1987. The purpose of the organization is to provide safe and supportive emergency and transitional shelter to individuals and families experiencing homelessness in Strafford County, New Hampshire.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Financial Statement Presentation

My Friend's Place reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, My Friend's Place is required to present a statement of cash flows.

Cash and Cash Equivalents

For purposes of the statement of cash flows, My Friend's Place considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

My Friend's Place maintains a repurchasing account with a banking institution. Repurchase agreements are short-term investments, typically sold by banks as alternatives to certificates of deposit. Transfers to and from the account are made daily to cover checks clearing in operating accounts. The repurchase account held by My Friend's Place is collateralized by a pool of U.S. Government agencies or U.S. Treasury notes.

Cash does not include \$32,128 held by the Organization as of June 30, 2012. As required by State of New Hampshire regulations, this amount was held by the Organization in a separate account to be used as prizes for Bingo games. This cash is not available for any other purpose.

Marketable Securities

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Promises to Give

Contributions are recognized when the donor makes a promise to give to My Friend's Place that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. An allowance for uncollectible unconditional promises to give is established based on historical experience and management's evaluation of outstanding unconditional promises to give at the end of each year. During the year ended June 30 2012, management determined that certain grants previously recorded as Promises to Give were not contributions. As a result, Promises to Give as of June 30, 2012 was \$0.

Fair Value of Financial Instruments

Unless otherwise indicated, the fair values of all reported assets and liabilities which represent financial instruments, none of which are held for trading purposes, approximate the carrying values of such amounts.

Inventory

Inventory of Bingo materials and supplies are recorded at the lower of cost (first in, first out basis) or market.

Property, Plant and Equipment

Property and equipment are recorded at cost for those items which have been purchased, and at estimated fair values for those items which have been donated. The cost basis of the land and buildings acquired by My Friend's Place is allocated based on real estate tax valuation. The cost of buildings and improvements is recovered using the straight-line method over estimated useful lives of 10 to 40 years. The cost of furniture, fixtures and equipment is recovered using the straight-line method over estimated useful lives of 5 to 15 years.

Restatement of Financial Statements

The opening balance of Temporarily Restricted Net Assets has been decreased \$85,771 for the year ending June 30, 2012. Management has determined that certain grants previously recorded with Temporarily Restricted Net Assets were not contributions.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Donated Services

Contributions of services are recognized in the financial statements if the services enhance or create nonfinancial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. My Friend's Place typically receives contributed services to assist with general administrative and maintenance tasks. For the year ended June 30, 2012, no amounts for contributions of services were recognized in the financial statements.

Donated Materials

My Friend's Place records donated materials at fair value. Donations of food, personal care items and household supply items for the use of residents are not recorded in the financial statements because of the difficulty in determining fair value.

Functional Allocation of Expenses

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

Income Taxes

My Friend's Place has received a letter of determination dated June 20, 1988 from the Internal Revenue Service advising it that it qualifies as a non-profit organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, it is not subject to income tax. My Friend's Place is classified as other than a private foundation.

Use of Estimates

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

Subsequent Events

Management has evaluated subsequent events through -----DATE-----, the date that the financial statements were available to be issued.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE B - ENDOWMENT INVESTMENTS

My Friend's Place is a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing this fund, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of My Friend's Place. In accordance with its spending policy, the Foundation makes distributions from the funds to My Friend's Place. The distributions are approximately five percent of the market value of the fund per year. The estimated value of the future distributions from the fund is included in these financial statements, however, all property in the fund was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of My Friend's Place.

The endowment investments consist primarily of pooled investments. Pooled investments are allocated as follows for the years ended June 30, 2012:

Equity securities	40%
Hedge funds	22%
Fixed income	11%
Inflation hedging	10%
Private equity/venture capital	10%
Cash and cash equivalents	7%

NOTE C - ACCRUED EARNED TIME

Accrued earned time consists of a liability for future compensated leave time that is vested with the employees.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE D - NOTE PAYABLE

	Current Portion	Long-term Portion	Total
Mortgage payable, secured by land and building at 368 Washington Street in Dover, NH; monthly payments of principal and interest only at 6.61%; maturity date is December, 2017.	\$ <u>6,795</u>	\$ <u>36,204</u>	\$ <u>42,999</u>

Maturity of long-term debt over the next five years is as follows for years ending June 30,

2013.....	\$ 6,795
2014.....	7,258
2015.....	7,753
2016.....	8,281
2017.....	8,845
Thereafter.....	<u>4,067</u>
TOTAL.....	\$ <u>42,999</u>

NOTE E - RESTRICTIONS ON NET ASSETS

Temporarily restricted net assets consisted of amounts for subsequent periods. As of June 30, 2012, temporarily restricted net assets was \$0.

As of June 30, 2012, My Friend's Place has permanently restricted net assets of \$8,869 invested with The New Hampshire Charitable Foundation.

NOTE F - BINGO PROCEEDS, NET

For the year ended June 30, 2012 bingo proceeds, net of \$76,098 consisted of bingo revenue of \$262,832 and other gaming revenue of \$565,040 less expenses of \$751,774.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE G - RETIREMENT PLAN

My Friend's Place has adopted a 403(b) retirement plan. Under the plan, employees who meet certain age and length of service requirements may elect to defer a percentage of their salary, subject to Internal Revenue Service limits. My Friend's Place matches the employee deferral up to 5% of the employee's salary. For the year ended June 30, 2012, retirement expense was \$2,635.

NOTE H - LEASING ARRANGEMENTS

My Friend's Place rents property under cancelable leasing arrangements.

NOTE I - CREDIT RISK CONCENTRATION

As of June 30, 2012, My Friend's Place has \$63,427 in a repurchase account which is included in the cash balance. This amount is collateralized by a pool of U.S. Government agencies or U.S. Treasury notes. These amounts are considered cash equivalents. They are not insured by the Federal Deposit Insurance Corporation.

NOTE J - ECONOMIC DEPENDENCY

My Friend's Place contracts are generally with government agencies and, therefore, the majority of its receivables and a significant amount of its revenue are derived from that source.

In addition, My Friend's Place has received a significant amount of its fundraising revenue from the operation of Bingo games.

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE K - COMMITMENTS AND CONTINGENCIES

During the year ended June 30, 1998, My Friend's Place received a grant from the United States Department of Housing and Urban Development (HUD). The \$99,566 grant was used towards the acquisition of a transitional housing facility located at 21-23 Hough Street in Dover, New Hampshire. Under the terms of the grant, My Friend's Place would have to receive authorization from HUD in order to convert the transitional housing facility to another use. Failure to receive authorization from HUD would result in repayment of the grant to HUD.

My Friend's Place received money under various state and federal grants. Under the terms of these grants, My Friend's Place was required to use the money within the grant period for purposes specified in the grant proposal. If expenditures of the grant were found not to have been made in compliance with the proposals, My Friend's Place might be required to repay the grantor's funds.

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MY FRIEND'S PLACE

Mission statement

My Friend's Place is organized to operate exclusively for educational and charitable purposes, including but not limited to providing temporary emergency housing and support for individuals and families in Strafford County who need such assistance because of an emergency or adverse situation.

My Friend's Place
Board of Directors

	First Name	Last Name	Position	Address	City	State	Zip	Phone	Email
1	FX	Bruton	President						
2	Stan	Robbins	Vice President						
3	Robert	Fuller	Treasurer						
4	Brenda	Gaudet	Secretary						
5	John	Guy	Member						
6	Chuck	Mone	Member						
7	Phyllis	LaPointe	Member						
8	Dennis	Kostis	Member						
9	Heidi	Cluff	Member						
10	Estelle	Lewis	Member						
11	Sue	Ford	Consumer						
12	Sandra	Jalbert	Member						
13	Martin	Jaffe	Member						
14									
15									

Robert M.O'Connell

WORK EXPERIENCE

EXECUTIVE DIRECTOR: 1995 – present. My Friend's Place, Dover, NH. Direct all activities for a private not for profit shelter serving homeless individuals and families. Planned, organized, and implemented new services through a \$600,000 grant for Transitional Housing for homeless families. Raised over \$250,000 to build an addition to the shelter and to meet ADA compliance standards. Negotiated mortgages and line of credit with local lending institution. Work with a volunteer board of directors in all aspects of policy development, fund-raising and grant writing.

EXECUTIVE DIRECTOR, 1988 – 1994. Haverhill Newburyport Human Services, Inc. Directed program, planning, fiscal and administrative activities for a \$3.5 million private corporation with a staff of 135, serving developmentally disabled people and their families. Primary responsibilities included board relations, program planning and evaluation, policy development, community and legislative relations, and fund raising.

ADMINISTRATIVE SERVICES DIRECTOR: 1984 – 1988. Haverhill Newburyport Human Services. Directed financial and administrative activities including the preparation of financial reports, preparing and managing budgets, implementing a computerized accounting system. Coordinated internal/external audits, and negotiated rates with funding sources. Directed Human Resource management and payroll systems. Supervised acquisition and management of buildings, equipment, and external contractors. Negotiated line of credit and mortgages with financial institutions.

PROGRAM DIRECTOR: 1979 – 1983 Community action Inc, Haverhill MA. Managed the Department of Energy weatherization the Low Income Home energy Assistance Programs. Implemented new services, such as the energy assistance program and a nationally recognized energy efficiency program. Wrote grant applications, prepared and monitored budgets. Recruited, trained and supervised a staff of 30. Appointed member of the City of Haverhill energy conservation commission with responsibility for winter emergency planning.

ACTION - VISTA VOLUNTEER 1975 – 1976. Community organizer for the Samahan Development Corporation in Stockton, CA. Wrote grant applications, organized a community food coop, and prepared the mental health component of the Stockton Community Health Plan. Developed programs for the San Joaquin County Indian lodge alcohol treatment center. University year for ACTION. North Shore community college, Beverly MA. Wrote grant application and developed program budget. Recruited and trained the first class of University Year for ACTION volunteers for a Massachusetts Community College.

ADDITION INFORMATION:

Current Affiliations

Member of the National Ski Patrol at Gunstock Recreation area. Elected as NH Region Director. Certified as an outdoor emergency care instructor and American Heart Association CPR instructor. Certified as an Emergency Medical Technician.

Member of Rotary Club of Dover, NH. Club President 2004/05.

Past Affiliations

Former member and treasurer of the John Ashford Link House board of directors. Private organization providing residential and therapeutic services for alcohol and drug addicted men.

Former board member and treasurer - American Red Cross, Strafford County.

Former board member and treasurer of the Dover Adult Learning Center. A non-profit organization providing high school diploma and GED preparation for adults.

Former Board member, Rockingham Community Action, Inc.

Former Board Member, treasurer and Incorporator of the Homeless Center for Strafford County. A seasonal shelter providing emergency shelter for homeless women and families

United States Army veteran. Served as a personnel specialist in the Republic of Vietnam,

EDUCATION

Master of Human Service Management, Lesley University, Cambridge MA 1985

Bachelors Degree, Education, University of Massachusetts, Amherst. 1975

Associate of Science Business Management/Accounting. North Shore Community College, 1972

MY FRIEND'S PLACE

KEY PERSONNEL

Name	Job Title	Salary	% Paid from This Contract	Amount Paid from this contract
Robert O'Connell	Executive Director	52,031	5%	2602

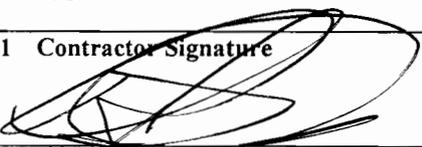
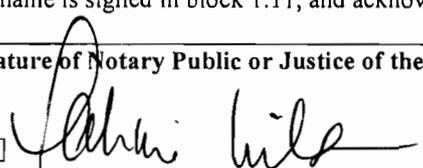
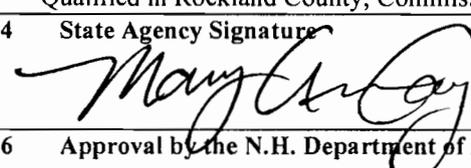
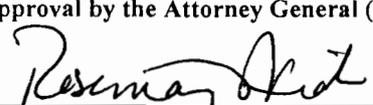
Subject: Emergency Solutions Grant Program

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 (Carey House)		1.4 Contractor Address 177 Union Avenue Laconia, NH 03246	
1.5 Contractor Phone Number (603) 528-8086	1.6 Account Number 010-042-7927-102-0731 05-95-62-423010-7927 102-300731	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$33,248.00
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Richard D. Allen, Assistant Secretary - Legal	
1.13 Acknowledgement: State of <u>N.Y.</u> , County of <u>Rockland</u> On <u>2/11/2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Tahnia Wilson, Notary Public State of New York, No. 01 WI6213088 Qualified in Rockland County, Commission Expires November 2, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY Ann Cooney Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>3-24-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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





Exhibit A

SCOPE OF SERVICES

Emergency Solutions Grant

1. **CONDITIONAL NATURE OF AGREEMENT**

1.1 Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Emergency Services Grant. The State has applied for the Emergency Services Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Emergency Services Grant.

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

2.1 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, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

2.2 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.

2.3 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.

2.4 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.

2.5 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>.

2.6 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.

3. **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:

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Exhibit A

- 3.1 Emergency Solutions Grant Program, 24 CFR part 576
- 3.2 Contractor shall use the US Dept of Housing and Urban Development Emergency Solutions Grant 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.

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METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable
Federal Funds:
CFDA #: 14.231
Federal Agency: U.S. Department of Housing & Urban Development
Program Title: Emergency Solutions Grant
Total Amount Emergency Solutions Grant Program;
2014: not to exceed \$33,248.00
Funds allocation under this agreement for Emergency Solutions Grant Program;
Operating expenses: \$33,248.00
Total program amount: \$33,248.00

1. 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 fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant Program, in an amount not to exceed and for the time period specified above.

2. REPORTS.

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

- 2.1. Progress Reports: Semiannual 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.
- 2.2. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.3. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.



Exhibit B

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

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.
- 3.2. 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 the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.
- 3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
- 3.4. Review of 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. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds 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.



Exhibit B

Emergency Solutions Grant

EXPENSE BUDGET for 2014:

<i>EXPENSE ITEM</i>	<i>Federal HEARTH Funds</i>	<i>Match</i>
Operations	\$33,248.00	\$33,248.00
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$33,248.00	\$33,248.00
TOTAL Federal+Match	\$66,496.00	

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SPECIAL PROVISIONS

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

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

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

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

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

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

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

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subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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REVISIONS TO GENERAL PROVISIONS

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

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

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

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Contractor Initials 

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: The Salvation Army

A large, stylized handwritten signature in black ink, appearing to be "Richard D. Allen".

02/11/2014
Date

Name: Richard D. Allen
Title: Assistant Secretary - Legal



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Contractor Name: The Salvation Army

Name: Richard D. Allen
Title: Assistant Secretary - Legal

02/11/2014
Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: The Salvation Army

Name: Richard D. Allen
Title: Assistant Secretary - Legal

02/11/2014
Date



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 Name: The Salvation Army

A large, stylized handwritten signature in black ink, appearing to be "Richard D. Allen".

02/11/2014

Date

Name: Richard D. Allen

Title: Assistant Secretary - Legal

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: The Salvation Army

A large, stylized handwritten signature in black ink, appearing to read "Richard D. Allen".

02/11/2014
Date

Name: Richard D. Allen
Title: Assistant Secretary - Legal



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "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.
9. "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).
10. "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.
11. "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.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "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.
15. "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.
16. 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.

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Use and Disclosure of Protected Health Information

1. 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.
2. Business Associate may use or disclose PHI:
 - 2.1. For the proper management and administration of the Business Associate;
 - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. 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.
4. 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.
5. 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.

Obligations and Activities of Business Associate

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

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6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

Obligations of Covered Entity

1. 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.
2. 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.
3. 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.

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.

A handwritten signature in black ink, appearing to be "J. [unclear]".

New Hampshire Department of Health and Human Services
Exhibit I



Miscellaneous

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name: The Salvation Army

Name: Richard D. Allen

Title: Assistant Secretary - Legal

State Agency Name:

NH DHHS

Name: Mary Ann Cooney

Title: Associate Commissioner

02/11/2014

Date

3/10/14

Date



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

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

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

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

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

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

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

Contractor Name: ~~The Salvation Army~~

Name: Richard D. Allen

Title: Assistant Secretary - Legal

02/11/2014
Date



FORM A

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

1. The DUNS number for your entity is: 062517941
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

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:

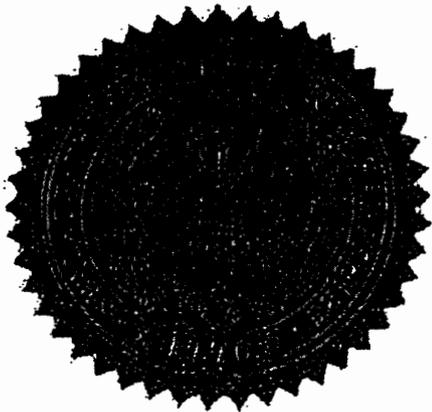
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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

A handwritten signature in cursive script, appearing to read "William Gardner", written in black ink.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Bernard W. Meitrott, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Salvation Army.
(Agency Name)

2. The following is a true copy of two resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on June 23, 2009:
(Date)

RESOLVED: That the Assistant Secretary - Legal
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 18th day of February, 2014.
(Date Contract Signed)

4. Richard D. Allen is the duly elected Assistant Secretary - Legal
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

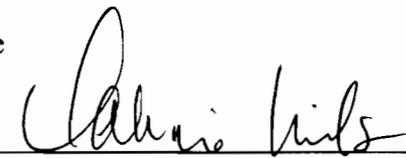

(Signature of the Elected Officer)
Bernard W. Meitrott, Assistant Secretary - Finance

STATE OF NEW YORK

County of ROCKLAND

The forgoing instrument was acknowledged before me this 11th day of February, 2014.

By Bernard W. Meitrott, Assistant Secretary - Finance
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Tahnia Wilson
Notary Public State of New York
No. 01W16213088
Qualified in Rockland County
Commission Expires November 2, 2017

Commission Expires: November 2, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2014

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 GREEN, OH 44232-0237 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:		

COVERAGES **CERTIFICATE NUMBER: LOC. # LOC#004 0004/LACONIA NH** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		SELF INSURED RETENTION	01/01/14	01/01/15	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP 8978527-18	01/01/14	01/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 500,000		TRUST #19578500	01/01/14	01/01/15	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC 8978533-18	01/01/14	01/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	AUTO LIABILITY EXCESS		SELF INSURED RETENTION	01/01/14	01/01/15	\$400,000 XS OF \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
FOR THE LACONIA NH CORPS CONTRACT FOR THE ESG AID PROGRAM.

CERTIFICATE HOLDER	CANCELLATION
THE STATE OF NH, DHHS BUREAU OF HOMELESS AND HOUSING SVCS. ATTN: ERIC BORRIN 105 PLEASANT ST. CONCORD, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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DOING THE MOST GOOD*

The Salvation Army

Mission Statement

The Salvation Army, an international movement, is an evangelical part of the universal Christian church. Its message is based on the Bible. Its ministry is motivated by the love of God. Its mission is to preach the gospel of Jesus Christ and to meet human needs in His name without discrimination.

Form **990**

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

2011

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

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

A For the 2011 calendar year, or tax year beginning <u>October 1</u> , 2011, and ending <u>September 30</u> , 20 <u>12</u>	
B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization <u>The Salvation Army</u>
	Doing Business As _____
	Number and street (or P.O. box if mail is not delivered to street address) _____ Room/suite _____
	<u>177 Union Avenue</u>
	City or town, state or country, and ZIP + 4 <u>Laconia, New Hampshire 03246</u>
D Employer identification number <u>13-5562351</u>	
E Telephone number <u>603-524-1834</u>	
G Gross receipts \$ <u>143559.00</u>	
F Name and address of principal officer: <u>Captains Stephen & Sally Warren</u> <u>177 Union Avenue, Laconia, NH 03246</u>	H(a) Is this a group return for affiliates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all affiliates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	H(c) Group exemption number ▶ _____
J Website: ▶ <u>www.Laconia.SalvationArmyNH.org</u>	L Year of formation: <u>1899</u> M State of legal domicile: <u>NY</u>
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶ _____	

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: <u>The Salvation Army's mission is to preach the gospel of Jesus Christ and meet human needs in his name without discrimination</u>	
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.	
	3 Number of voting members of the governing body (Part VI, line 1a)	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	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year
	9 Program service revenue (Part VIII, line 2g)	Current Year
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<u>104313.00</u>
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<u>24319.00</u>
	12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<u>14927.00</u>
	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)	<u>143559.00</u>
Expenses	14 Benefits paid to or for members (Part IX, column (A), line 4)	<u>4800.00</u>
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	<u>92541.00</u>
	16a Professional fundraising fees (Part IX, column (A), line 11e)	<u>3269.00</u>
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ _____	
	17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	<u>53409.00</u>
	18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	<u>154019.00</u>
19 Revenue-less expenses. Subtract line 18 from line 12	<u>-10460.00</u>	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year
	21 Total liabilities (Part X, line 26)	End of Year
	22 Net assets or fund balances. Subtract line 21 from line 20	<u>15051.00</u>
		<u>12281.00</u>
		<u>2770.00</u>

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 <input type="checkbox"/> if self-employed	PTIN _____
	Firm's name ▶ _____	Firm's EIN ▶ _____			
	Firm's address ▶ _____	Phone no. _____			
	May the IRS discuss this return with the preparer shown above? (see instructions) <input type="checkbox"/> Yes <input type="checkbox"/> No				

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	28000.00				
	b	Membership dues	1b					
	c	Fundraising events	1c					
	d	Related organizations	1d					
	e	Government grants (contributions)	1e	57782.00				
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	18531.00				
	g	Noncash contributions included in lines 1a-1f: \$		4800.00				
	h	Total. Add lines 1a-1f		104313.00				
	Program Service Revenue				Business Code			
2a		-----						
b		-----						
c		-----						
d		-----						
e		-----						
f		All other program service revenue .						
g	Total. Add lines 2a-2f		24319.00					
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)						
	4	Income from investment of tax-exempt bond proceeds						
	5	Royalties						
	6a	Gross rents	(i) Real	(ii) Personal				
	b	Less: rental expenses						
	c	Rental income or (loss)						
	d	Net rental income or (loss)						
	7a	Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
	b	Less: cost or other basis and sales expenses						
	c	Gain or (loss)						
	d	Net gain or (loss)						
8a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	a						
b	Less: direct expenses	b						
c	Net income or (loss) from fundraising events							
9a	Gross income from gaming activities. See Part IV, line 19	a						
b	Less: direct expenses	b						
c	Net income or (loss) from gaming activities							
10a	Gross sales of inventory, less returns and allowances	a						
b	Less: cost of goods sold	b						
c	Net income or (loss) from sales of inventory							
Miscellaneous Revenue			Business Code					
11a	-----							
b	-----							
c	-----							
d	All other revenue							
e	Total. Add lines 11a-11d		14927.00					
12	Total revenue. See instructions.		143559.00					

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	4800.00	4800.00		
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	4368.00	3844.00	349.00	175.00
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	62017.00	54575.00	4961.00	2481.00
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	2079.00	1830.00	166.00	83.00
9	Other employee benefits	17170.00	15109.00	1374.00	687.00
10	Payroll taxes	6907.00	6078.00	553.00	276.00
11	Fees for services (non-employees):				
a	Management				
b	Legal				
c	Accounting				
d	Lobbying				
e	Professional fundraising services. See Part IV, line 17	3269.00			3269.00
f	Investment management fees				
g	Other				
12	Advertising and promotion				
13	Office expenses	2538.00	2234.00	203.00	101.00
14	Information technology	2680.00	2359.00	214.00	107.00
15	Royalties				
16	Occupancy	26150.00	23012.00	2092.00	1046.00
17	Travel				
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	12383.00	10897.00	991.00	495.00
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	Misc	9658.00	8499.00	773.00	386.00
b					
c					
d					
e	All other expenses				
25	Total functional expenses. Add lines 1 through 24e	154019.00	133237.00	11676.00	9106.00
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 <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Audit Report
Financial Statements
The Salvation Army
Carey House Laconia, NH
For The Year Ended
September 30, 2012

The Salvation Army
Carey House Laconia, NH Corps Community Center
Schedule of Income
For The Year Ended
September 30, 2012

SCHEDULE A.

INCOME

Contributions

Unrestricted Donations	\$8,571
Restricted Donations	6,300
Seasonal Appeals	3,660
Collections	0
Associated Organizations	0
Thrift Store Appropriation	0
United Way Allocation	28,000
Public Funds	<u>57,782</u>

Total Public Support

\$104,313

Other Revenue

Program Service Fees	24,319
War Cry Sales	0
Other Sales	0
Investment Income	
Unrestricted	0
Restricted	0
Miscellaneous	14,927

Total Other Revenue

39,246

Total Public Support and Revenue

\$143,559

The Salvation Army
 Carey House Laconia, NH Corps Community Center
 Schedule of Expenditures
 For The Year Ended
 September 30, 2012

SCHEDULE B.

EXPENDITURES

Salaries and Related Expenses

Staff Compensation	\$66,385	
Fringe Benefits	19,249	
Payroll Taxes	6,907	
Total Salaries and Related Expenses		\$92,541

Supplies, Program and Services

Professional Fees	3,269	
Education, Recreation, Craft Supp.	0	
Food Purchased	33	
Uniforms	0	
Office Supplies	2,422	
Telephone	2,680	
Postage, Shipping	83	
Rent	0	
Utilities	15,693	
Property Upkeep & Repairs	8,502	
Janitorial Supplies	1,955	
Furnishings & Equipment	9,658	
Printed Materials	0	
War Cry Costs	0	
Other Transportation & Meals	0	
Vehicle Operating Costs	0	
Vehicle Insurance	0	
Vehicle Replacement	0	
Special Meetings	0	
Conferences	0	
Financial Assistance Regular	3,300	
Financial Assistance Seasonal/Disaster	1,500	
Organization Membership Costs	0	
Educational Grants	0	
Miscellaneous	0	
Total Supplies, Program and Services		49,095
Support Payments to Supervisory Headquarters		12,383
Total Expenses		\$154,019

The Salvation Army
 Carey House Laconia, NH 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	\$18,531	
Total Received Directly		\$18,531
Public Support Received Indirectly		
Public Funds	57,782	
United Way Allocation	28,000	
Total Received Indirectly		85,782
Other Revenue		
Program Service Fees	24,319	
Sales to Public	0	
Investment Income	0	
Miscellaneous	14,927	
Total Other Revenue		39,246
Total Public Support and Revenue		143,559

EXPENSE

Program and Supporting Services		
Salaries and Related Expenses	92,541	
Other Operating Expenses	49,095	
Support Payment to		
Supervisory Headquarters	12,383	
Total Expenses		154,019
(Expenses in Excess of Public Support and Revenue)		-10,460
Fund Balance - Beginning of Year		13,230
Fund Balance - End of Year		\$2,770

The Salvation Army
 Carey House Laconia, NH Corps Community Center
 Combined Balance Sheet
 For The Year Ended
 September 30, 2012

EXHIBIT B.

ASSETS

Current Assets

Cash in Bank-Operating Account	\$15,051	
Custodian Account		
Petty Cash	0	
Accounts Receivable	<u> </u>	
 Total Current Assets		 <u><u>\$15,051</u></u>

LIABILITIES AND FUND BALANCES

Liabilities

Accounts Payable	\$12,281	
------------------	----------	--

Fund Balances

Operating Account	2,770	
-------------------	-------	--

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	<u> </u>	0
Total Fund Balances		<u><u>2,770</u></u>

Total Liabilities & Fund Balances		<u><u>\$15,051</u></u>
-----------------------------------	--	------------------------

The Salvation Army
Carey House Laconia, NH 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

Carey House Laconia, NH 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**

THE SALVATION ARMY
a New York Corporation

Executive Address: 440 West Nyack Road
West Nyack, New York 10994-0635

Listing of Corporate Trustees and Officers

<u>NAME</u>	<u>TITLE</u>	<u>HOME ADDRESS</u>
William A. Roberts	Chairman of the Board, Trustee	[REDACTED]
Barry C. Swanson	President, Trustee	[REDACTED] [REDACTED]
William R. Carlson	Vice President, Trustee	[REDACTED] [REDACTED]
James W. Reynolds	Treasurer, Trustee	[REDACTED] [REDACTED]
Glenn C. Bloomfield	First Assistant Treasurer, Trustee	[REDACTED] Ta [REDACTED]
Thomas O. Henson	Second Assistant Treasurer	[REDACTED] [REDACTED]
Thomas A. Schenk	Secretary, Trustee	[REDACTED] [REDACTED]
Richard D. Allen	Assistant Secretary - Legal	1 [REDACTED] [REDACTED]
Jorge E. Diaz	Assistant Secretary - Property	[REDACTED] [REDACTED]
Bernard W. Meitrott	Assistant Secretary - Finance	[REDACTED] [REDACTED]
Mark W. Tillsley	Trustee	1 [REDACTED] ad [REDACTED]
Kenneth W. Maynor	Trustee	[REDACTED] e [REDACTED] 23
Barbara A. Hunter	Trustee	[REDACTED] [REDACTED] 6

As of 1February2013
(EXADPL)

Advisory Board Roster
Laconia, New Hampshire

Mr. Russell Beane

Honorable Willard Martin III

Mrs. Kathy Calvin

Mrs. Nancy Morrill

A

Mrs. Sally Carver

Mrs. Joanne Pearce-Mitchell

Retired

Mr. Mark Dadian

Mr. Mike Persson

Mr. Rene Gilbert

Mrs. Alison Whynot

Meredith Village Savings Bank
Advisory Board Chair

Potential Members:

Susan Borden-Lunt

Cc

Jim McDonald

Jeff Beane

Amanda Lewis

Work Experience

The Salvation Army (May 2008-November 2009)

Thrift Store Manager

- Prepared Daily bookkeeping sheets
- Daily Bank Deposits
- Oversaw all employees
- Oversaw all volunteers
- Tracking of Court Ordered Community Service hours
- Accepting all donations and administering tax receipts
- Scheduling donation pick-up routes
- All trouble shooting

The Salvation Army (November 2009-September 2012)

Office Manager

- Responsible for weekly financial packet
- Bank Deposits
- Client intake (Emergency Financial Assistance, Food Pantry, Vouchers)
- Overseeing volunteers
- Overseeing Kitchen Staff
- Overseeing WEP interns
- Assisting Youth Minister with Children's programs
- Transporting kids to and from Camp Sebago
- Transportation of Clients
- Payroll
- All trouble shooting

The Salvation Army Army (September 2012-present)

Shelter Director

- Oversee entire house
- Enforce all house rules
- Grant Writing
- Financial reporting
- Budgeting
- Case Managemen
- Conflict resolution
- Management of staff and volunteers
- Attend all required meetings and seminars

Education

- Plymouth State University- Plymouth, NH (BA Communications, Minor Business Administration)
 - September 2000-May 2004
- Moultonborough Academy- Moultonborough, NH (HS Diploma)

Skills

- Microsoft Word/Excel
- Excellent Written and Verbal Communication
- Problem Solving

- Time Management
- Professionalism

Extra-Curricular Activities

- Director of "First Fruits Food Pantry" at 2nd Baptist Church of Sanbornton, NH
- Child Care provider at 2nd Baptist Church of Sanbornton, NH
- Assist with Vacation Bible School at 2nd Baptist Church of Sanbornton, NH and The Salvation Army
- Moultonborough Central School PTA member
- Room Mother/Chaperone for Son's class

DEBORAH H. BOBOLIA

HIGHLIGHTS OF QUALIFICATIONS

- Experienced in Social Services and Office Support
- Dedicated Elder Care Professional
- Equally effective working independently or in team-oriented positions.
- Able to motivate others through a patient/caring but firm/focused approach to goal achievement.
- Excellent communication skills developed through responding to difficult situations and people in crisis.
- Bachelor of Science Degree in Human Services, Special Education Assistant Certificate, HIPPA, MANDT-De-escalation skills, and Social Role Valorization Training and Bus Driver's Certificate.

CAREER SUMMARY

- 2009 Comfort Keepers-In Home Personal Elder Care
Personal Care Assistant-Part Time
In home care, companionship, light housekeeping, cooking, and errand assistance.
- 1998 to 2008 MR. FIREPLACE, Service Center
Service Coordinator-Full and Part Time
Scheduling for Five Crews for a six-day week, data entry, and problem solving.
- 2003 to 2006 OPEN ARMS OUTREACH
Case Manager/Intake Assessor/Group Facilitator
The case manager in three housing complexes for previously homeless families. Assessed each program applicant. Assisted residents with developing short and long-term life goals, created daily living plans, organized and prioritized their life and supported their efforts to become fully functioning members of the community. Initiated and managed a children's group and a women's group. Conducted regularly scheduled home visits in a multi-town area. Worked with business leaders and clients to help clients obtain employment.
- 1984 to 1998 LACONIA SCHOOL DISTRICT, Laconia, NH
Teacher Assistant - J. Oliva Huot Vocational Center --
Assisted students in the Learning Center and in Health Occupations classes with course assignments and classroom activities. Conducted vocational assessments and prepared written reports of special needs students. Organized daily activities for 3 and 4-year-old children in school's day care. Worked with special needs students.
- Special Education Teacher Assistant -- 1988 to 1994*
Worked with special needs students ages 14 to 20, both group and individual settings, reinforcing classroom lessons.
- Tutor -- 1987 to 1988*
Provided individualized instruction for special needs students within the school as well as in home settings.
- Substitute Teacher -- 1984 to 1987*
- SEASONAL Served as Counselor and Assistant Director of summer camp programs for ages 6 to
Served as a Dorm Supervisor at the DWI-Multiple Offender Program (Spring/Summer)

EDUCATIONAL BACKGROUND

- 2002 to 2004 SPRINGFIELD COLLEGE, Manchester, NH Campus
Bachelor of Science in Human Services Degree Program. Graduated with high honors.
- 1999 to 2002 NEW HAMPSHIRE TECHNICAL INSTITUTE, Concord, NH
Associates Degree in Human Services with concentration in drug and alcohol
counseling.
Graduated with high honors.
- 1987 to 1990 NOTRE DAME COLLEGE, Manchester, NH
Special Education Teaching Assistant Certificate. Studies completed include: Teaching
the Emotionally Disturbed Child, Laws that Govern Special Ed in NH, Teaching Reading
I and II (elementary education) and Early Education Language Arts.
- CHANDLER JUNIOR COLLEGE, Boston, MA
Associates Degree in General Studies

Frequently attend professional development in-service training seminars

INTERNSHIPS

- 2001 BOSCAWEN ACADEMY PROGRAM
Intern Alcohol and Drug Counselor / Case Manager
Led educational groups, completed assessment reports, conducted intake interviews, and
made recommendations for treatment.
- 2000 WINNISQUAM SCHOOL DISTRICT
Interned with Family School Coordinator (Grades K-12)
Made home visits creating a trusting environment, which allowed for more accurate
assessments for appropriate referrals to other local human service agencies. Identified
student and family needs. Attended human service networking and training meetings as
well as IEP meetings. Collaborated with parents of young children to develop parenting
skills and beneficial playtime activities.

COMMUNITY SERVICE

- 2000 to Present UPSTREAM
Member of this coalition of local agencies, businesses, organizations and individuals
whose programs and philosophy promote primary prevention. Organization provides
impetus for the community to gather their resources, work together and create
collaborative programs that support the health and well-being of children and families
within the Lakes Region.
- 2008 TAYLOR COMMUNITY
Volunteer supporting activities in the Medical Facility with residents challenged by
varying degrees of dementia and Alzheimers Disease
- 2009 CAREY HOUSE HOMELESS SHELTER
Volunteer by creating and teaching a cooking and dinning class on Tuesday nights

ANDRE COX
GENERAL

JAMES LABOSSIERE
PATRICIA LABOSSIERE
DIVISIONAL COMMANDERS



BARRY C SWANSON
TERRITORIAL COMMANDER

STEPHEN WARREN
SALLY WARREN
CORPS OFFICERS

THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM AND CATHERINE BOOTH

HEART TO GOD; HAND TO MAN

PO BOX 326
177 UNION AVENUE
LACONIA, NH 03246
TELEPHONE (603)524-1834
FAX (603) 524-8164
www.use.salvationarmy.org/laconia

February 10, 2014

Key Administrative Personnel

Captains Stephen and Sally Warren have been appointed as the Corps Commanding Officers of the Laconia, NH Salvation Army in July 2010. In their role as Commanding Officers, they are responsible for all aspects of Salvation Army mission and service.

Captains Warren have been Salvation Army officers for seven years in New Hampshire. The Warrens have live in New Hampshire for many years even prior to becoming Salvation Army officers. Both, Stephen and Sally Warren graduated with honors from The Salvation Army College for Officers in Suffern, New York and were ordained and commissioned to lifelong service in The Salvation Army.

**The Salvation Army
Carey House Homeless Shelter**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Stephen Warren	Captain	20,000.00	0	0
Sally Warren	Captain	20,000.00	0	0

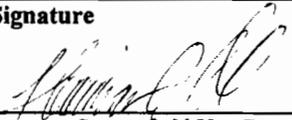
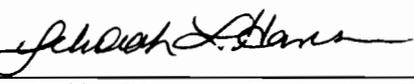
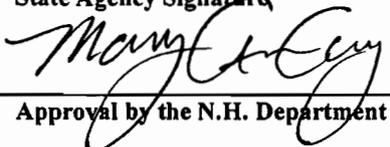
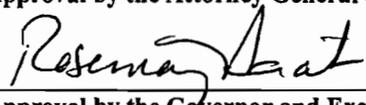
Subject: Emergency Solutions Grant Program

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 010-042-7927-102-0731- 05-95-42-423010-7927 102-300731	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$39,351.00
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Thomas A. Schenk, Secretary	
1.13 Acknowledgement: State of <u>N.Y.</u> , County of <u>Rockland</u> 02/18/2014 On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Deborah L. Hansen, Notary Public, State of New York No. 01HA5048121, Qualified in Orange County, Commission Expires August 14, 2017			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Conway Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 3-24-14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



SCOPE OF SERVICES

Emergency Solutions Grant

1. CONDITIONAL NATURE OF AGREEMENT

1.1 Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Emergency Services Grant. The State has applied for the Emergency Services Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Emergency Services Grant.

2. PROVISIONS APPLICABLE TO ALL SERVICES:

2.1 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, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

2.2 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.

2.3 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.

2.4 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.

2.5 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>.

2.6 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.

3. 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:



Exhibit A

3.1 Emergency Solutions Grant Program, 24 CFR part 576

3.2 Contractor shall use the US Dept of Housing and Urban Development Emergency Solutions Grant 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

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable

Federal Funds:

CFDA #: 14.231

Federal Agency: U.S. Department of Housing & Urban Development

Program Title: Emergency Solutions Grant

Total Amount Emergency Solutions Grant Program;

2014: not to exceed \$39,351.00

Funds allocation under this agreement for Emergency Solutions Grant Program;

Operating expenses: \$39,351.00

Total program amount: \$39,351.00

1. 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 fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant Program, in an amount not to exceed and for the time period specified above.

2. REPORTS.

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

- 2.1. Progress Reports: Semiannual 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.
- 2.2. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.3. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.



Exhibit B

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

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.
- 3.2. 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 the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.
- 3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
- 3.4. Review of 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. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds 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.



Exhibit B

Emergency Solutions Grant

EXPENSE BUDGET for 2014:

<i>EXPENSE ITEM</i>	<i>Federal HEARTH Funds</i>	<i>Match</i>
Operations	\$39,351.00	\$39,351.00
<i>Shelter operational costs such as rent, utilities, insurance, and supplies</i>		
TOTALS	\$39,351.00	\$39,351.00
TOTAL Federal+Match	\$78,702.00	



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: The Salvation Army

02/18/2014

Date


Name: Thomas A. Schenk

Title: Secretary



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: The Salvation Army

02/18/2014
Date _____


Name: Thomas A. Schenk
Title: Secretary



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: The Salvation Army

02/18/2014

Date


Name: Thomas A. Schenk

Title: Secretary



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

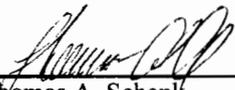
The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

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 Name: The Salvation Army

02/18/2014

Date


Name: Thomas A. Schenk
Title: Secretary



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

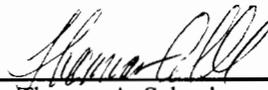
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

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

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

Contractor Name: The Salvation Army

02/18/2014
Date


Name: Thomas A. Schenk
Title: Secretary



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "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.
9. "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).
10. "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.
11. "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.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "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.
15. "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.
16. 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.



Use and Disclosure of Protected Health Information

1. 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.
2. Business Associate may use or disclose PHI:
 - 2.1. For the proper management and administration of the Business Associate;
 - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. 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.
4. 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.
5. 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.

Obligations and Activities of Business Associate

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.



6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

Obligations of Covered Entity

1. 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.
2. 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.
3. 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.

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.



Miscellaneous

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name: The Salvation Army

02/18/2014
Date

Thomas A. Schenk
Name: Thomas A. Schenk
Title: Secretary

State Agency Name:

NH DHHS

3/10/14
Date

Mary Ann Coakley
Name: *MARY ANN COAKLEY*
Title: *ASSOCIATE COMMISSIONER*

Contractor Initials *JS*

Date 02/18/2014



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

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

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

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

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

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

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

Contractor Name: The Salvation Army

02/18/2014

Date


Name: Thomas A. Schenk
Title: Secretary



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:

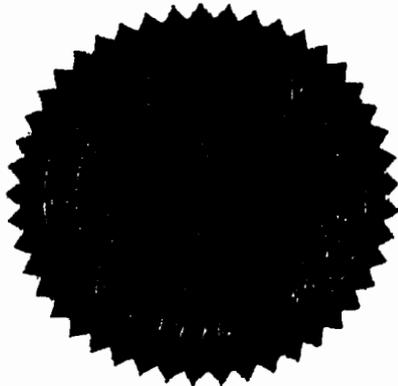
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

**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

A handwritten signature in cursive script, appearing to read "William M. Gardner", is written above the printed name.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Glenn C. Bloomfield, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Salvation Army.
(Agency Name)

2. The following is a true copy of two resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on June 23, 2009:
(Date)

RESOLVED: That the Secretary
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 18th day of February, 2014.
(Date Contract Signed)

4. Thomas A. Schenk is the duly elected Secretary
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)
Glenn C. Bloomfield
First Assistant Treasurer, Trustee

STATE OF NEW YORK

County of ROCKLAND

The forgoing instrument was acknowledged before me this 18th day of February, 2014.

By Glenn C. Bloomfield, First Assistant Treasurer, Trustee
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Deborah L. Hansen
Notary Public, State of New York
No. 01HA5048121
Qualified in Orange County
Commission Expires August 14, 2017

Commission Expires: August 14, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2014

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 GREEN, OH 44232-0237 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	
INSURED THE SALVATION ARMY, A NEW YORK CORP. 440 WEST NYACK ROAD WEST NYACK, NY 10994	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ZURICH AMERICAN INS. CO.		16535
	INSURER B: THE SALVATION ARMY RISK TRUST		
	INSURER C: THE SALVATION ARMY, A NY CORP.		
	INSURER D: AMERICAN ZURICH INS. CO.		40142
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: LOC. # 004 006/CONCORD NH 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			SELF INSURED RETENTION	01/01/14	01/01/15	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BAP 8978527-18	01/01/14	01/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 500,000			TRUST #19578500	01/01/14	01/01/15	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 8978533-18	01/01/14	01/01/15	<input checked="" type="checkbox"/> WC STATUTORY 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	01/01/14	01/01/15	\$400,000 XS OF \$100,000

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

CERTIFICATE ISSUED FOR CONCORD, NH MCKENNA SHELTER ESG GRANT.

CERTIFICATE HOLDER NH Department of Health and Human Services 129 Pleasant St. Concord, NH 03301-3852	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Susan M. Hamilton</i>

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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.

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)					
	7a Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other			
	b Less: cost or other basis and sales expenses					
	c Gain or (loss)					
	d Net gain or (loss)					
	8a. Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	a				
	b Less: direct expenses	b				
	c Net income or (loss) from fundraising events					
	9a Gross income from gaming activities. See Part IV, line 19	a				
	b Less: direct expenses	b				
	c Net income or (loss) from gaming activities					
	10a Gross sales of inventory, less returns and allowances	a				
	b Less: cost of goods sold	b				
c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Business Code				
11a _____						
b _____						
c _____						
d All other revenue						
e Total. Add lines 11a-11d						
12 Total revenue. See instructions.			208553.00			

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 <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

"Filed subject to attached Disclaimer"

Form 990

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

2011

Open to Public Inspection

Department of the Treasury Internal Revenue Service

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

Form 990 header section containing organization details: C Name of organization (The Salvation Army), 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), I Tax-exempt status (501(c)(3)), J Website (www.Concord.SalvationArmyNH.org), K Form of organization (Corporation), L Year of formation (1899), M State of legal domicile (NY).

Part I Summary

Table with 3 columns: Description, Prior Year, Current Year. Rows include: 1. Mission statement; 2-7. Governance and membership statistics; 8-12. Revenue breakdown (Total 208553.00); 13-19. Expenses breakdown (Total 268633.00); 20-22. Net assets or fund balances (Total 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.

Signature and preparer information section. Includes fields for: 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

**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	<u>95,491</u>

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	<u> </u>	
 Total Current Assets.		 <u><u>\$19,943</u></u>

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 Ministries	0.00	
Future Officer's Fellowship		
Youth Group		
 Total Custodian Fund	 <u> </u>	 0
Total Fund Balances		<u><u>18,182</u></u>
 Total Liabilities & Fund Balances		 <u><u>\$19,943</u></u>

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**

THE SALVATION ARMY
a New York Corporation

Executive Address: 440 West Nyack Road
West Nyack, New York 10994-0635

Listing of Corporate Trustees and Officers

<u>NAME</u>	<u>TITLE</u>	<u>HOME ADDRESS</u>
William A. Roberts	Chairman of the Board, Trustee	[REDACTED]
Barry C. Swanson	President, Trustee	[REDACTED] Columbus, NY 10910
William R. Carlson	Vice President, Trustee	[REDACTED] Arlingford, NY 10912
James W. Reynolds	Treasurer, Trustee	[REDACTED] Arlingford, NY 10912
Glenn C. Bloomfield	First Assistant Treasurer, Trustee	[REDACTED] Tarrytown, NY 10590
Thomas O. Henson	Second Assistant Treasurer	[REDACTED] Barnegat, NY 10521
Thomas A. Schenk	Secretary, Trustee	[REDACTED] Barnegat, NY 10521
Richard D. Allen	Assistant Secretary - Legal	[REDACTED] 1 [REDACTED] [REDACTED] 1
Jorge E. Diaz	Assistant Secretary - Property	[REDACTED] Vestal, NY 10989
Bernard W. Meitrott	Assistant Secretary - Finance	[REDACTED] [REDACTED] 4
Mark W. Tillsley	Trustee	[REDACTED] ad [REDACTED] 0
Kenneth W. Maynor	Trustee	[REDACTED] e [REDACTED] 23
Barbara A. Hunter	Trustee	[REDACTED] [REDACTED] 6

As of 1 February 2013
(EXADPL)

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

Darton Rose
[REDACTED]
[REDACTED]

Chair- Mr. Geoff Martin
[REDACTED]
[REDACTED]

John Udaloy
[REDACTED]
[REDACTED]

Mr. William Davis III
[REDACTED] 002
[REDACTED]

Larry White
[REDACTED]
[REDACTED]

Mr. Gary Webb
[REDACTED]
[REDACTED] 1

David Eggleton
[REDACTED]
[REDACTED]

Mary Beth McNicholas
[REDACTED]
[REDACTED]

John W. Mueller
[REDACTED]
[REDACTED]

Stuart Richter
[REDACTED]
[REDACTED]

Jenny Connor-Belcourt, CRSW



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.

Lorrie Dale

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

Scott P. Griffin

Work History

Salvation Army Mckenna House
Concord, NH
Resident Staff Member

May 2012 – December 2013

- Responsible for all daily operations of the shelter including: administrative front desk, ensuring the safety of residents and staff, checking daily resident chores and accounting for all residents.

Salvation Army
Concord, NH
Bell Ringer

November 2012 – December 2012
November 2013 – December 2013

- Required that I stand with the Salvation Army red kettle during the holiday season to ensure the most amount of donations possible for the year.

Wendy's Restaurant
Tilton & Concord, NH
Cook

June 2008 – April 2011

- Responsible for turning out fast and delicious food in a timely manner.

Shaw's Supermarket
Tilton, NH
Produce Clerk

January 2007 – June 2008

- Responsible for stocking the produce section of the supermarket.

Sam's Club
Tilton, NH
Produce Manager

January 2006 – January 2007

- Responsible for daily operations of the produce department.

Holiday Inn
Concord, NH
Sous Chef

June 2000 – January 2006

- Responsible for all operations of the kitchen including: food preparation, ordering and stocking, hiring and firing employees, and any other tasks required for smooth operations.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jenny Connor-Belcourt	Case Manger	\$27040.00	25.5%	10,000.00
Scott Griffin	House Manger	\$15080.00	0	0
Lorrie Dale	Director	\$38,735.00	25.5%	10,000.00

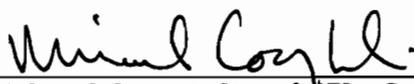
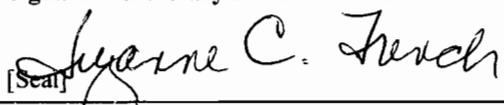
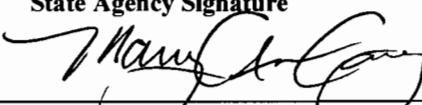
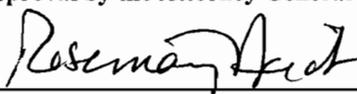
Subject: Emergency Solutions Grant Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street Berlin, NH 03570	
1.5 Contractor Phone Number (603) 752-7001	1.6 Account Number 010-042-7927-102-0731 05-95-42-423010-7927 102-500731	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$32,512.00
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael Coughlin Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coos</u> 2-20-14 On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Suzanne C. French, Notary		SUZANNE C. FRENCH Notary Public - New Hampshire My Commission Expires June 19, 2018	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 3-24-14			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

Emergency Solutions Grant

1. **CONDITIONAL NATURE OF AGREEMENT**

1.1 Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Emergency Services Grant. The State has applied for the Emergency Services Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the Emergency Services Grant.

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

- 2.1 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, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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>.
- 2.6 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.

3. **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:



Exhibit A

- 3.1 Emergency Solutions Grant Program, 24 CFR part 576
- 3.2 Contractor shall use the US Dept of Housing and Urban Development Emergency Solutions Grant funds for:

- Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
- Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
- Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.

Service Location:

262 Cottage Street, Suite 105
Littleton, NH 03561



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Emergency Solutions Grant

The following financial conditions apply to the scope of services as detailed in Exhibit A – Emergency Solutions Grant

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable

Federal Funds:

CFDA #: 14.231

Federal Agency: U.S. Department of Housing & Urban Development

Program Title: Emergency Solutions Grant

Total Amount Emergency Solutions Grant Program;

2014: not to exceed \$32,512.00

Funds allocation under this agreement for Emergency Solutions Grant Program;

Prevention expenses: \$32,512.00

Total program amount: \$32,512.00

1. 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 fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant Program, in an amount not to exceed and for the time period specified above.

2. REPORTS.

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

2.1. Progress Reports: Semiannual 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.

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

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

we

Date *2/20/14*



Exhibit B

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

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.
- 3.2. 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 the Price Limitation set forth in block 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for homeless services in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 576, Emergency Solutions Grants Program; HEARTH Act and all applicable regulations.
- 3.3. The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each bimonthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8 of the General Provisions. Upon release of additional Federal funding to the State, the Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.
- 3.4. Review of 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. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55.

4. USE OF GRANT FUNDS.

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements and principles specified in 24 CFR Part 84.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

Line Item Transfers: Funds may not be transferred between programs nor may funds 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.



Exhibit B

Emergency Solutions Grant

EXPENSE BUDGET for 2014:

EXPENSE ITEM	Federal McKinney Funds	Match
Prevention/Intervention	\$32,512.00	\$32,512.00
<i>Rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness</i>		
TOTALS	\$32,512.00	\$32,512.00
TOTAL Federal+Match	\$65,024.00	



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

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

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



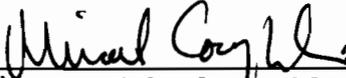
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name:
Tri-County Community Action Program, Inc.

2-20-14
Date


Name: Michael Coughlin
Title: Chief Executive Officer



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:
Tri-County Community Action Program, Inc.

Name: Michael Coughlin
Title: Chief Executive Officer

2-20-14
Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:
Tri-County Community Action Program, Inc.

2-20-14
Date


Name: Michael Coughlin
Title: Chief Executive Officer



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 Name:
Tri-County Community Action Program, Inc.

A handwritten signature in black ink that reads "Michael Coughlin".

Name: Michael Coughlin
Title: Chief Executive Officer

2-20-14
Date



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:
Tri-County Community Action Program, Inc.



Name: Michael Coughlin
Title: Chief Executive Officer

2-20-14
Date



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "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.
9. "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).
10. "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.
11. "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.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "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.
15. "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.
16. 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.



Use and Disclosure of Protected Health Information

1. 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.
2. Business Associate may use or disclose PHI:
 - 2.1. For the proper management and administration of the Business Associate;
 - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. 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.
4. 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.
5. 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.

Obligations and Activities of Business Associate

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.



6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

Obligations of Covered Entity

1. 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.
2. 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.
3. 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.

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.



Miscellaneous

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

2-20-14
Date

Contractor Name:
Tri-County Community Action Program, Inc.

Michael Coughlin
Name: Michael Coughlin
Title: Chief Executive Officer

3/10/14
Date

State Agency Name:
NH. DHHS
Mary Ann Conway
Name: Mary Ann Conway
Title: Associate Commissioner



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

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

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

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

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

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

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

Contractor Name:
Tri-County Community Action Program, Inc.

2-20-14
Date

Michael Coughlin
Name: Michael Coughlin
Title: Chief Executive Officer



FORM A

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

1. The DUNS number for your entity is: 073975708
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

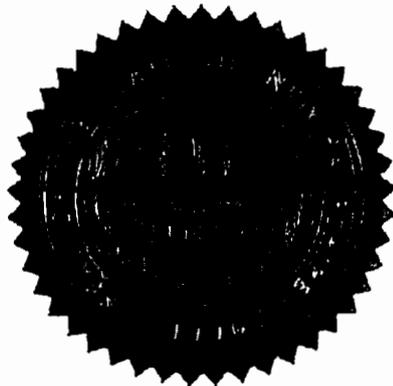
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.

(Agency Name)

2. The following is a true copy of two resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on February 7, 2014:

(Date)

RESOLVED: That the Michael Coughlin

(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

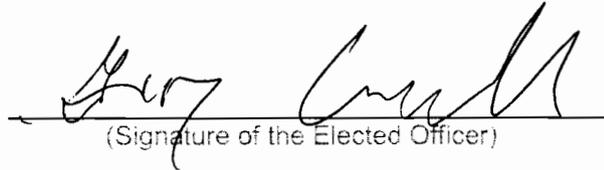
the 20th day of February, 2014.

(Date Contract Signed)

4. Michael Coughlin is the duly elected Chief Executive Officer

(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coös

The forgoing instrument was acknowledged before me this 20th day of February, 2014,

By Gary Coulombe.

(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: June 19, 2018

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

MISSION STATEMENT

Tri-County CAP is a group of people and projects dedicated to improving the lives and well-being of New Hampshire's people and communities.

We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.

***Tri-County Community Action Programs...
Helping people, changing lives.***

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc. Is a private, non-profit 501(C) 3 corporation that is dedicated to improving the lives and well being of New Hampshire's people and communities. Formed on May 18, 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and get involved in helping their neighbors and improving the conditions in their communities.

TRI-COUNTY COMMUNITY ACTION PRPGRAM, Inc.

...Helping people, changing lives.

***TRI-COUNTY COMMUNITY ACTION
PROGRAM, INC.***

SINGLE AUDIT REPORTS

***FOR THE YEAR ENDED
JUNE 30, 2012***

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

Todd C. Fahey, Esq.
Court-Appointed Special Trustee
Tri-County Community Action Program, Inc.
Berlin, New Hampshire 03570

We have audited the financial statements of Tri-County Community Action Program, Inc. as of and for the year ended June 30, 2012, and have issued our report thereon dated March 28, 2013. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audit, we considered Tri-County Community Action Program, Inc.'s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control over financial reporting that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs to be material weaknesses. FS-2012-01, FS-2012-02, FS-2012-03, FS-2012-04, FS-2012-05, FS-2012-06, FS-2012-07, FS-2012-08, FS-2012-09, FS-2012-10, FS-2012-11, FS-2012-12, FS-2012-13, FS-2012-14, FS-2012-15, FS-2012-16

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and questioned costs to be significance deficiencies. FS-2012-17, FS-2012-18, FS-2012-19, FS-2012-20

COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether Tri-County Community Action Program, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under Government Auditing Standards and which are described in the accompanying schedule of findings and questioned costs as items SA-2012-01, SA-2012-02, SA-2012-03, SA-2012-04

Tri-County Community Action Program, Inc.'s response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit Tri-County Community Action Program, Inc.'s response and, accordingly, we express no opinion on it.

This report is intended solely for the information and use of the Court-Appointed Special Trustee, management, others within the company, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Mason + Rich, P.A.

MASON + RICH, PROFESSIONAL ASSOCIATION
Certified Public Accountants

March 28, 2013

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS
THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN
ACCORDANCE WITH OMB CIRCULAR A-133**

Todd C. Fahey, Esq.
Court-Appointed Special Trustee
Tri-County Community Action Program, Inc.
Berlin, New Hampshire 03570

COMPLIANCE

We have audited Tri-County Community Action Program, Inc.'s compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program, Inc.'s major federal programs for the year ended December 31, 2011. Tri-County Community Action Program, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of Tri-County Community Action Program, Inc.'s management. Our responsibility is to express an opinion on Tri-County Community Action Program, Inc.'s compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Tri-County Community Action Program, Inc.'s compliance with those requirements.

As described in item SA-2012-01 in the accompanying schedule of findings and questioned costs, Tri-County Community Action Program, Inc.'s did not comply with requirements regarding Cash Management that are applicable to its Low-Income Home Energy Assistance Program, and its Head Start Program. As described in item SA-2012-02 and SA-2012-03 in the accompanying schedule of findings and questioned costs, Tri-County Community Action Program, Inc.'s did not comply with requirements regarding Procurement and Suspension and Debarment that are applicable to its Low-Income Home Energy Assistance Program and Weatherization Assistance for Low-Income Persons Program. As described in item SA-2012-04 in the accompanying schedule of findings and questioned costs, Tri-County Community Action Program, Inc.'s did not comply with requirements regarding the Davis-Bacon Act that are applicable to its Weatherization Assistance for Low-Income Persons Program. Compliance with such requirements is necessary, in our opinion, for Tri-County Community Action Program, Inc.'s to comply with the requirements applicable to these programs.

In our opinion, except for the noncompliance described in the preceding paragraph, Tri-County Community Action Program, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2012.

INTERNAL CONTROL OVER COMPLIANCE

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered Tri-County Community Action Program, Inc.'s internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over compliance that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as discussed below, we identified a certain deficiency in internal control over compliance that we consider to be a material weakness.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as item SA-2012-01, SA-2012-02, SA-2012-03, SA-2012-04 to be material weaknesses.

Tri-County Community Action Program, Inc.'s responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit Tri-County Community Action Program, Inc.'s responses and, accordingly, we express no opinion on the responses.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

We have audited the financial statements of Tri-County Community Action Program, Inc. as of and for the year ended June 30, 2012 and have issued our report thereon dated March 28, 2013, which contained a qualified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The schedule of expenditures of federal awards is presented for the purposes of additional analysis as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and related directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the

auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

This report is intended solely for the information and use of management, others within the company, and federal awarding agencies and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Mason + Rich, P.A.

MASON + RICH, PROFESSIONAL ASSOCIATION
Certified Public Accountants

March 28, 2013

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

A. SUMMARY OF AUDIT RESULTS

1. The independent auditors report expresses a qualified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. Control deficiencies were disclosed during the audit of the financial statements which are reported in this schedule in Part B.
3. Instances of noncompliance, material to the financial statements of Tri-County Community Action Program, Inc. are reported in accordance with Government Auditing Standards, were disclosed during the audit and are reported in this schedule in Part C.
4. Control deficiencies were disclosed during the audit of internal control over major federal award programs which are reported in this schedule in Part C.
5. The auditor's report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses a qualified opinion on all major programs.
6. Audit findings that would be required to be reported in accordance with section 510 (a) of OMB Circular A-133 are reported in this schedule.
7. The programs tested as major programs included:
 - a. Low Income Home Energy Assistance – CFDA # 93.568
 - b. Weatherization Assistance for Low Income Persons – CFDA # 81.042
 - c. Community Services Block Grant – CFDA # 93.569
 - d. Formula Grants for Other Than Urbanized Areas – 5311 – CFDA # 20.509
8. The threshold for distinguishing Types A and B Programs was \$415,915
9. Tri-County Community Action Program, Inc. did not qualify as a low-risk auditee.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

B. FINDINGS - FINANCIAL STATEMENTS AUDIT

FS-2012-01

Condition: The board of directors (“the Board”) failed to properly design and implement a control environment sufficient to identify and respond to risks, gather, analyze and communicate key information, and control and monitor the activities of the organization.

Based upon interviews with the Program Directors as well as the many issues noted in the following deficiencies, it is evident that the Board did not fully understand its responsibilities to the Organization and the community it serves. The minutes prepared from the Board meetings, as well as accounts from individuals who attended the meetings, illustrate an informal approach to governance. It appears that some of the directors did not have a sufficient understanding of the major programs offered by the organization, the basic requirements for managing federal and other restricted funds, and failed to implement a process which would have educated themselves on these requirements. Additionally, the Board appeared to delegate responsibility for controls over the financial reporting system to members of senior management without designing and implementing a process which would keep them informed regarding the Organization’s financial health.

Criteria: It is ultimately the responsibility of a governing Board to govern all aspects of an organization. A board may delegate authority for certain responsibilities, however, it must design and implement procedures to ensure that these responsibilities are met. Perhaps more importantly, a governing board is responsible for creating a control environment that sends a message to management, employees, the community, and those it serves that the Organization is committed to meeting these responsibilities.

Effect: The Board failed to create a control environment which could serve as the framework for an efficient and effective system of internal control.

Cause: The causes for this deficiency are many. For one, the Organization did not establish term limits for board members. Long term board membership does not create a diverse and dynamic board structure through planned changes in participation that may lead to an examination of board practices and organizational procedures. Long term membership may allow members to become complacent in their duties and fail to assess risks to the Organization before they became actual threats. It also appears that the Organization failed to utilize self-assessment tools to identify areas for improvement and to implement a plan to address these weaknesses. Lastly, the Board did not fully identify criteria for membership participation and assess member skills to recruit potential candidates with appropriate competencies.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

Recommendation: Due to the current status of the Organization, Board governance is going to be critical in the coming months. The Board will not only need to provide appropriate oversight, but will need to counteract a culture of disinterest and distrust between employees, members of management and the Board. They will need to set a tone that emphasizes ethical behavior, efficient and effective controls, and create a monitoring system which will allow them to measure progress toward meeting these goals. The Special Trustee temporarily appointed to govern the Organization (TCCAP's existing Board is suspended) should carefully select candidates for the Board based upon prior board experience and a skills assessment. The Special Trustee and the Board should work together to create policies and procedures to govern the activities of the Board and to assure that all directors are fully advised of their responsibilities.

Management Response:

IMPORTANT NOTE FROM SPECIAL TRUSTEE: As a preliminary matter, management's responses provided to this first condition (and those that follow) are provided by a Special Trustee appointed on December 14, 2012 by the New Hampshire Probate Court at the Direction of the New Hampshire Attorney General's Office. The responses provided herein are based upon the best information available to the Special Trustee and derived from the other financial professionals and specialist engaged by the Special Trustee to stabilize TCCAP, along with existing staff and information able to be gleaned from TCCAP's records and accounting system. The Special Trustee was not involved in matters that occurred before June 30, 2012, so the responses contained herein are made with those qualifications.

The information and responses provided for herein are the result of an intensive effort to stabilize and restructure TCCAP, which efforts began on December 14, 2012 and continue to this day under the supervision of both the New Hampshire Probate Court and the Director of Charitable Trusts of the New Hampshire Attorney General's office. Many of the specific deficient conditions noted herein, in fact, lead to the appointment of the Special Trustee have since been addressed or corrected. Other noted deficiencies not yet corrected will be systematically addressed (as described herein) in the upcoming months as part of an overall restructuring and review of TCCAP's management, governing board, operations, and organization

Beyond the specific responses noted below, TCCAP will commence an internal audit on all grants, and contributions and review the status of all vendors, all to ensure compliance with Federal laws and regulations, including, but not limited to, cash management of Federal funds, suspension and debarment, ongoing compliance with the David Bacon Act and suitable bid processes. This process will begin with internal audits and be aided by the adoption of policies and procedures noted below which, once implemented, will ensure and facilitate ongoing compliance.

Finally, TCCAP's various insurance carriers have been placed on notice of claims in an effort to recover losses associated with board and management malfeasance and nonfeasance.

Management concurs with the commentary for this identified condition. TCCAP's governing board ("the Board") is unlike other nonprofit boards in that it requires (as a matter of Federal law) representation from three (3) different constituencies including at least one-third members from the

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

low-income community, exactly one-third public officials, and up to one-third members from the private sector and, further, must include representation from Coos, Grafton, and Carroll counties. While TCCAP's board had representatives from each of the foregoing, many of them were apparently not sufficiently trained or mindful of their fiduciary duties as being ultimately responsible for TCCAP. TCCAP's Board will be thoughtfully re-constituted (a process now being initiated). The New Hampshire Attorney General's Office, the Probate Court and the Special Trustee will reconstitute and oversee the activities of a new TCCAP Board (on which the Special Trustee will remain) until the Board will be able to function effectively, informed by proper training, and guided by revised, updated, and comprehensive articles of agreement and bylaws (the "Organizational Documents") and complimented by policies and procedures adopted in accordance with accepted best practices for nonprofit organizations. Planned actions to address this condition include:

- 1) The Board's training will include:
 - a. Instruction from the Charitable Trusts Unit of the New Hampshire Attorney General's Office, the Special Trustee, along with a module on board recruitment and governance available on Nonprofit Next, a resource web site developed and maintained by the New Hampshire Center for Nonprofits ("NHCN"), a respected resource and clearinghouse for information for New Hampshire nonprofit organizations; and
 - b. Training materials specific to Community Action Agency Boards, available from the national Community Action Partnership, to ensure that the particular requirements for Community Action Agency Boards, as outlined by the US DHHS Office of Community Service, are understood and met.
- 2) The Board will develop criteria for board member qualifications, which will be included in its bylaws, to ensure that it complies with its articles of agreement and functions to fulfill its mission by incorporating a suitable mixture of capabilities and skill sets necessary for the responsible oversight of TCCAP within the structural framework required of all community action programs. Conceptually, the Board will seek individuals with prior nonprofit board experience and professional expertise in law, finance, general business, stakeholders served by the agency, information technology, marketing, and nonprofit management. The criteria will be used to ensure that specific needs on the Board are specifically sought in board recruitment efforts.
- 3) Consistent with best practices, the Board will establish relevant committees to oversee TCCAP's management and the activities of the Board itself. At a minimum, there will be finance, audit, and governance committees and a requirement that these committees meet with sufficient regularity to discharge the duties entrusted to them.

The Board will adopt a revised and updated comprehensive Conflict of Interest Policy and will use that document, along with Organization's revised Organizational Documents, as the foundation from which to educate the Board about its duties to the organization, its stakeholders, and to the charitable class it serves.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

FS-2012-02

Condition: The Board and senior management failed to develop a system to identify and respond to risks to the Organization. They did not evaluate risks related to the continuation of existing programs and did not evaluate the risks associated with new programs in order to properly design a system of internal control to manage the associated risks.

Criteria: The Board and senior management is required to develop a process to identify, evaluate, and respond to risks to the Organization including those that may affect financial reporting. This includes identifying potential areas of misstatement and implementing control activities to prevent or detect and correct misstatements.

Effect: The Organization apparently continued to take on new programs although the financial reporting system was inadequate to support the financial reporting for existing programs, or to evaluate new programs. The failure to identify this risk created a constant strain on the financial reporting system which led to numerous errors in financial data and delays in financial reporting. It may have been a factor on the abandonment of customary accounting procedures such as account reconciliations due to demands on the time and resources of the fiscal department. Additionally because it did not evaluate risks related to the use of limited organizational resources and because it lacked appropriate financial reporting, the Organization continued programs that were operating at a significant deficit. Failure to assess these risks and respond to them caused the Organization to put its key programs in jeopardy due to the significant drain on organizational resources.

Cause: Because of the remote area served by TCCAP and the limited resources in the area, the Organization is frequently approached as an Organization to take on a new program or take over a program that may be struggling under another organization. Although these programs may be needed in the area, and may loosely align with the mission of TCCAP, the Organization must evaluate its ability to provide additional services within the limited infrastructure of the Organization.

Recommendation: Existing programs should be evaluated based upon their financial performance, benefits to the community, and the abilities of the organization. New programs should be evaluated carefully before being accepted and a plan for management and control of the program should be designed and implemented immediately upon acceptance. Procedures should be implemented to guide management and the board when accepting donated assets to ensure that all factors are considered before acceptance takes place.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

- 1) The Special Trustee has directed that TCCAP staff, with outside consulting assistance undertake a review of all programs operated by the Organization through a two-pronged approach. The first prong reviews TCCAP's programs for mission alignment. The second prong reviews programs for financial viability, a process that is currently under way. Programs that fail the first prong have been (and will be) discontinued. Evaluation of the second prong focuses on the following:

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

- a. Financial performance;
- b. Sources and sustainability of funding;
- c. Staffing and other resources requirements; and
- d. Cash flow conditions.

If adjustments cannot be made to operate programs in a fiscally viable manner (viewed in light of (a) through (d) above), then those programs will be either discontinued or restructured to ensure such compliance.

- 2) On completion of the program reviews, steps will be implemented to ensure that programs retained by TCCAP will operate in furtherance of the Organization's mission, financially break even (if not generating a small net operating surplus), and efficiently use staff and other resources.
- 3) A process for evaluating adoption of new programs will be developed and made available to the Board as part of a Board training manual. Conceptually, this process is expected to include evaluating:
 - a. Alignment with TCCAP's mission;
 - b. Projected financial performance at breakeven or net operating surplus, accounting for the program's allocation of TCCAP indirect costs;
 - c. Operating cash requirements associated with the terms of grants and contracts, i.e., advance of funds at beginning of operating period vs. reimbursement for expenses incurred;
 - d. Cash and in-kind match requirements and the likelihood of achieving any such requirements;
 - e. The nature and long-term reliability of funding sources; and
 - f. Staffing and administrative support requirements and associated indirect costs.
- 4) A process for evaluating assets offered to TCCAP will be developed and made available to the Board as part of a Board training manual. Conceptually, this process is expected to include evaluating:
 - a. Ability to add value to and/or advance TCCAP's mission;
 - b. Redundancy with TCCAP's other operating facilities and locations;
 - c. Carrying costs for such items such as basic utilities, property insurance, and taxes (if charitable use were to cease or be disallowed in whole or in part);
 - d. Property and facility condition vs. associated capital reserves, along with the ability to generate future capital reserves reasonably required to maintain the asset(s); and
 - e. The terms of any extant leases or other use agreements which could (or would) affect use of the assets and/or TCCAP's ability to dispose of such assets.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

FS-2012-03

Condition: The Board and its Audit Committee did not have the appropriate level of knowledge and experience to engage an independent auditor, review the overall audit plan, review the audited financial statements and evaluate the services performed. The audit committee did not meet with the auditor at any time during the prior year audit.

Criteria: The Board or the Audit Committee should meet with the auditor at the start of the engagement to discuss the audit plan and the overall approach for the audit. This gives the Board an opportunity to advise the auditor of any issues or risks that they have identified which may affect the design of the audit and the type of procedures performed. The Auditor is also required to make certain communications to the Audit Committee at the completion of the audit. Best practices include an executive session when the Board has opportunity to ask the Auditor questions without the presence of management which may add significant value to the overall audit engagement. Lastly, the Auditor should provide a communication to management which includes weaknesses in internal controls identified during the course of the audit and which are significant enough to warrant management attention.

Effect: Most members of the Board did not receive communications and feedback which may have prompted management to take action to correct or improve processes and procedures.

Cause: The Board did not appear to understand the audit process and the types of procedures performed as part of the audit. They may not have understood the level of assurance provided by an audit and, therefore, may have placed too much reliance on the outcome of the audit. It also appears that they failed to fully understand their responsibilities for the financial statements and, as a result, did not take an active part in the audit process.

Recommendation: The new Board, once re-populated, should take every opportunity to educate itself on the audit process including open discussions with its audit firm, with and without management present, the Special Trustee, board education materials available through the NH Center for Non Profits, guidance from other experienced boards, legal counsel, and the wealth of governance materials available through the NH Attorney General's Charitable Trust Division.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

- 1) The Board's training will specifically include a module on Financial Oversight using resources available on Nonprofit Next, in addition to the general training noted above. This module will explicitly address the value, utility, and process of a financial audit.
- 2) The Board's training will also include relevant materials available from the National Community Action Partnership and CAPLaw.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

FS-2012-04

Condition: Certain members of the Board and members of senior management appeared to tolerate behaviors which violated grant and contract provisions.

Several employees expressed concerns that the attitudes and actions of certain members of the Board and some members of senior management reflected a lack of concern with ethical behavior including requirements to comply with laws, regulations, and the provisions of contracts and grant agreements. Examples of this behavior included covering operating cash shortfalls by using advances on federal funds which were not specifically expended for program requirements, funds held in a fiduciary capacity to cover operating expenses, and money from restricted accounts. Each of these issues was supported by an examination of documentation during our audit, and they are reported as individual deficiencies within this letter.

Criteria: Management is responsible for creating an environment that promotes ethical behavior and insures compliance with laws, regulations, contracts, and grant agreements. The control environment includes the attitudes and behaviors of management in addition to an internal control system. Management should create and demonstrate a standard of conduct which promotes ethical behavior and values.

Effect: Employees at several levels of the Organization noted the issues identified above. This type of environment may make employees feel justified in engaging in unethical behavior.

Cause: It appears that some members of the Board were unaware that these activities were occurring and those that were aware, failed to hold management accountable.

Recommendation: The Board must create an environment that demonstrates its commitment to accurate accounting and financial reporting and complying with laws, regulation, and the provisions of contracts and grants. It must send a message that behavior which does not comply with these goals will not be tolerated under any circumstances. Additionally they should create a process for employees to report concerns to the appropriate level of management.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

- 1) The Board's training will specifically include a module on Principles for Good Governance and Ethical Practice available on Nonprofit Next, in addition to general education on matters by the Special Trustee and the Charitable Trusts Unit of the New Hampshire Attorney General's Office, relative to the Board's fiduciary duties and the role of senior management relative to the Board and to the Organization generally.
- 2) TCCAP's Board will adopt and promulgate to all staff an Ethics Policy that makes it clear that compliance with laws, regulations, and grant and contract terms and conditions is a fundamental requirement and expectation of employment for the organization's staff and, if and as applicable, its vendors and subcontractors.

(Continued on next page)

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

- 3) The Board will establish an active Finance Committee and charge it with developing and implementing operating policies and practices that will ensure accurate accounting and financial reporting, as well as compliance with all relevant laws, regulations, and contract and grant terms and conditions by the Board, senior management and program directors.
- 4) The policy will be reviewed with all staff as part of the orientation process and referenced in the Employee Handbook that will be developed and issued.

FS-2012-05

Condition: Senior management failed to develop and implement internal controls to insure that information is identified, captured, and recorded in the financial reporting system. Procedures to prevent, or detect and correct material misstatements in the financial statements were inadequate. Customary accounting procedures were not implemented and those procedures which did exist were not done in a timely manner.

We noted that the accounting and reporting processes are significantly delayed and that the review and reconciliation procedures were poorly designed or not implemented. At the time we were engaged to perform our audit on January 13, 2013, the trial balance for the year ended June 30, 2012 had not yet been adjusted, accounts had not been reconciled to supporting schedules, a preliminary schedule of expenditures of federal awards had not been drafted, and other customary procedures had not been performed.

We also encountered several deficiencies in internal controls during the course of the audit and are described more fully in individual deficiencies noted within this letter. However the combination of these deficiencies made the overall system of internal control over financial reporting ineffective.

These individual weaknesses include:

- Failure to detect and correct general ledger posting errors in a timely manner,
- Failure to report financial information and to respond to requests for financial information,
- Failure to report significant cash shortfalls to the appropriate level of authority,
- Failure to reconcile bank accounts in a timely manner,
- Failure to research and identify material discrepancies in bank account reconciliations
- Failure to control access to blank check stock,
- Failure to reconcile balance sheet accounts against supporting detail,
- Improper cut off of accounts payable transactions,
- Signing accounts payable checks without reviewing the invoices
- Extensive use of personal credit cards for company expenses,
- Failure to prevent the transfer of restricted funds to the operating account,
- Failure to capture bank transaction detail in the financial system but instead posting summary transactions,
- Failure to calculate compliance with loan covenant calculations

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
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Criteria: Management, guided by the Board, is responsible for designing and implementing an internal control system which is able to identify, capture and record financial information in an accurate, complete and timely manner. This system should be designed to ensure that errors will be prevented, or detected and corrected. Management should design controls to prevent unauthorized transactions and the misappropriation of organizational resources.

Effect: Financial information available to the Organization throughout the year is inaccurate, incomplete, subject to frequent adjustment and cannot reliably be used as a tool by management to monitor program or organizational performance. As a result, management has developed several alternative methods to monitor certain aspects of performance; however, these tools are frequently not reconciled to the financial reporting system. Additionally, because they are cumbersome to control and complete, they detract from the time available to manage program objectives. They also do not address all areas which require management such as organizational cash flow and only provide snapshots of individual areas and are not combined to represent the Organization as a whole.

Cause: Procedures to ensure the accuracy of information entered into the financial accounting system were either poorly designed or not implemented. Additionally the financial reporting system is not being used to its fullest capacity and has fallen into a state of disorganization. Although the system is designed specifically to track programs by multiple funding sources and by various grant periods, the Organization has not utilized the system as designed. Additionally, multiple posting errors, failure to separate state and federal portions of revenue, and other errors have made the process of accumulating accurate financial data a time consuming and inefficient process.

Recommendation: The Fiscal Department must be structured to ensure that employees have the necessary skills, resources and time available to perform customary accounting procedures. These procedures must be designed, communicated to employees and implemented immediately. Procedures should be in writing so that employees may refer to them as needed and understand their responsibilities and limitations. Employees should be given the necessary training to complete their assigned tasks and their performance should be monitored regularly so that errors can be prevented or detected and corrected in a timely manner.

Management Response: Management concurs with the commentary for this identified condition. Generally speaking, the Organization's fiscal department was inappropriately staffed (in terms of qualifications and depth) to manage the complexities of TCCAP's fiscal operations. It is now being restructured to ensure it will be staffed with personnel having the experience, qualifications and sufficient depth to and monitor and respond to the Organization's financial needs. Management has already expanded internal controls with additional review and approval processes for the transfer of funds, recording financial transactions, entering all financial transactions in the accounting system, recording journal entries into the accounting system; reconciliation of the monthly bank accounts; the electronic drawdown of federal funds; and separation of duties and responsibilities. Additional specific planned actions to address this condition include:

- 1) Updating and fully implementing TCCAP's Accounting and Financial Policies and Procedures Manual;

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- 2) Hiring a knowledgeable Chief Financial Officer (CFO) experienced in nonprofit and fund accounting (this process has been initiated);
- 3) Hiring an experienced and skilled accountant to support the CFO;
- 4) As new, experienced accounting staff is hired, enhancing account reconciliations, staff training, staff supervision, financial reporting and support to program directors that have already been initiated;
- 5) Researching and evaluating alternatives to upgrade or replace the existing accounting software to support TCCAP's operations and financial management more reliably and with greater utility;
- 6) Developing Standard Operating Procedures for all fiscal operations and tasks and ensure that they are incorporated into the revised Accounting and Financial Policies and Procedures Manual;
- 7) Developing a plan to centralize fiscal operations including invoicing and collections, some of which are currently done by the operating divisions;
- 8) Developing in-house finance and accounting training programs including cross-training staff; and
- 9) Initiating financial reporting to upper management, the board of directors (when reconstituted), lenders, and grantors after recording June 30, 2012 audit adjustments into the accounting system.

FS-2012-06

Condition: The Organization lacked a process to provide for the open communication of information between the fiscal department and program staff.

Several employees complained of evasive and uncooperative behavior when requesting financial information or clarification of items posted to their program accounts. They also expressed difficulty in understanding the financial reports provided by the fiscal department, the timeliness of the reporting, and confusion over certain costs which are calculated by the fiscal department such as the indirect cost, fringe benefit and leave allocations. This has led to significant mistrust of the financial information provided by the fiscal department. Our audit has revealed several flaws with the use of the financial accounting system which have made the information provided by the fiscal department difficult to use and in some cases inaccurate.

Criteria: The fiscal department should serve as a resource to other areas of the organization. Their department is responsible for communicating financial information to staff within the organization, management, the Board and other interested parties such as grantors and banks. This communication should be done timely and in a manner that is meaningful and useful to the recipient.

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Effect: These conditions had a negative impact on internal efficiencies as many program directors developed alternate procedures to track financial transactions, in effect duplicating the functions of the fiscal department. When discrepancies occurred between the two systems, some program directors did not report the discrepancy to the fiscal department since they encountered resistance during prior attempts. This led to a financial reporting system that was riddled with errors, and monthly financial reports which were incorrect, difficult to interpret and useless for monitoring program performance.

Cause: It appears that the fiscal department was poorly managed and was unable to provide accurate information. It also appears that the financial resources of the Organization were strained and as a result some activities of the fiscal department violated the provisions of contracts and grants. These issues may have caused management to be evasive when questioned or simply unable to provide a reasonable answer.

Recommendation: All employees of the Organization should be encouraged to take a renewed interest in improving the financial reporting process. The fiscal department must implement procedures to insure the accuracy of information and must provide timely reporting. A mechanism should be established for employees to communicate errors or requests for clarification to the fiscal department and these communications should be addressed and resolved. The fiscal department should work with employees to provide education regarding the types of financial information available and to modify, or design reporting which meets the needs of the employees. As employees gain confidence in the accuracy of the reporting from the fiscal department, they should be encouraged to discontinue the duplicate systems they had developed.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

- 1) As of early January 2013, active steps have been taken to reengage administrative staff with Division Directors within TCCAP. These steps have included instructing administrative staff to engage constructively and responsively with other staff. Division staff members handling financial matters have been instructed to engage and work collaboratively with Fiscal Department staff. Everyone has responded positively to these instructions, and communications have improved dramatically. Timely delivery of financial reports and correction of errors by the Fiscal Department staff has improved working relationships and collaboration.
- 2) As of mid-January 2013, division staff responsible for financial matters and invoicing were instructed to copy the Fiscal Department on all invoices issued and all notices of grants awarded. The availability of this information has allowed the Fiscal Department to provide financial reports that are more timely and useful to the divisions because revenue accruals are up to date.
- 3) Consultants working with TCCAP for the Special Trustee have spent considerable time with division staff educating them on financial management and the implications of the various funding sources for their programs, as well as the critical nature of cash flow and its management. Budgeting for future contracts is also being provided. The result of these efforts is that the division staff are far more attuned to the financial aspects of their operations

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and of the need for timely, accurate invoicing. Division staff have embraced the education and the new requirements for their involvement and have reported an increased sense of confidence with the amount and quality of available information.

- 4) TCCAP has initiated the process to hire a qualified Chief Financial Officer and supporting accounting staff to improve Fiscal Department operations and provide more and better support to the divisions, particularly with regard to billing and collections. The hiring will be augmented by evaluation and likely replacement of the existing accounting infrastructure and software, subject to funding availability. In time, an efficient and properly functioning Fiscal Department will permit the Organization to achieve greater efficiencies by removing fiscal functions from programs and transferring them to the Fiscal Department. Such a transfer will permit the programs to focus on a standard of excellence in delivering program services.
- 5) A culture of distrust, disharmony and general dissonance between the Fiscal Department and TCCAP's Program Managers has been replaced with one of openness and trust characterized by mutual accountability. For instance, Program Managers are being advised that the Fiscal Department will be fully accountable to the Board and the Program Managers to permit the Organization to function as a cohesive whole, not multiple programs orphaned by an understaffed, frequently ineffective, nonresponsive and inattentive Fiscal Department. Frequent meetings between program directors, the Special Trustee and the Fiscal Department have resumed and will be held with regularity going forward.
- 6) The Fiscal Department will live within the means of a budget, and the roles of senior management of the Fiscal Department will be clearly identified and made known to the Board and to all program managers.

FS-2017-07

Condition: Policies and procedures over payroll and human resource management were poorly designed or not implemented.

A review of employee personnel files revealed that hiring procedures for key positions were informal and poorly documented. Certain key positions, including the Executive Director and Chief Financial Officer, lacked a position description, employment application, background checks or other documentation to support a thorough and comprehensive hiring process.

It also appears that, in most cases, no specific salary ranges or performance requirements were established based upon comparative industry information which would provide a basis for starting salaries, merit increases and performance bonuses. Bonuses and salary increases appear to have been made at random intervals with little documentation or support for the amount.

Payroll posted to the general ledger was not reconciled to the 941 quarterly payroll reports on a timely basis to insure that information was correctly recorded in the accounting system and correctly reported on the payroll reports. Checks issued for payroll were presented to an authorized signer for signature without the supporting payroll reports to support the issuance of the checks. The

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Accounting Manager had the ability to enter and change information in the payroll module of the accounting system and also had the ability to transmit the direct deposit file. She routinely transmitted the direct deposit file without reconciling to the payroll reports. Lastly, an accrual for payroll for the year ended June 30, 2011 had not been made, requiring an adjustment to the prior period net assets.

Criteria: The Organization should design and implement policies and procedures over the payroll and human resource functions. These procedures should include such basics as position descriptions and qualifications, salary ranges, merit increase guidelines, and performance evaluations. Hiring procedures should include such things as applications, background checks, and policies regarding hiring family members. Payroll procedures should be designed to ensure that duties are properly segregated to prevent the misappropriation of organizational resources.

Effect: Payroll and associated taxes is one of the largest expenses of the Organization and is an area which, if not controlled, can create a significant liability or can result in the loss of company resources. Additionally, several of the grant awards have specific requirements for items such as background checks, and adherence to Davis Bacon wage requirements. Failure to comply with these requirements can create a liability for costs which do not comply and can jeopardize future program funding.

Cause: As previously noted, the fiscal department appears to be poorly managed and as a result basic controls over payroll were not implemented. The human resource function has been combined with the payroll function due to the common purpose, however the individuals processing payroll do not have the knowledge and ability to properly manage human resources.

Recommendation: We recommend that the Organization design and implement procedures over the payroll and human resource functions immediately. This may require the Organization to obtain training or identify other resources available which can guide them in this process. They should ensure that all policies and procedures are designed to ensure compliance with contracts and grants.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

- 1) TCCAP will develop an internal HR and payroll management program. In this process, it will avail itself of the HR resources available on the Nonprofit Next web site in developing its program, procedures, and forms.
- 2) An existing personnel policy manual will be reviewed and updated or revised, as appropriate, as part of this process.
- 3) A draft employee handbook is being completed and instituted at TCCAP as part of this process. The policies in the personnel policy manual will be referenced or directly incorporated into the employee handbook, as appropriate.
- 4) After the program has been developed and implemented, TCCAP will engage an outside HR professional to complete an audit of the program and policies for legal compliance and adherence to best practices.

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- 5) Going forward, TCCAP will either hire sufficient staff to discharge these duties or outsource its HR and payroll functions to other competent organizations or vendors to ensure compliance.

FS-2012-08

Condition: The Organization failed to design and implement a procedure to anticipate and manage expenses and revenues to ensure that cash flows were sufficient to meet immediate and long term needs.

Criteria: The Organization should have a mechanism to compare budgeted expenditures against anticipated revenues so that periods of cash shortages can be identified and a plan can be implemented to cover the shortfall. This process should be done at the program level, and included in a budget reflecting the Organization as a whole. The plan must consider grantor restrictions on cash to ensure that restricted cash is not being used for organizational expenses.

Effect: Because the Organization did not have a plan to anticipate cash shortages, solutions to cash and credit shortfalls were reactionary and desperate. These actions included using restricted revenues for operating expenses, transferring cash from accounts held in a fiduciary capacity, holding accounts payable checks for several months, and utilizing company and employee credit cards to stretch credit. At times, the Organization had not requested funds for which they were entitled to reimbursement because Program Directors were not aware of the cash shortage. Additionally, funds received as a Community Services Block Grant (CSBG) were used by the Fiscal Director, without direction, to fill shortages in program funding rather than being allocated in a thoughtful and considered approach.

Cause: The fiscal department appeared to be unable to manage the number of funding sources providing resources to the entire organization. Some funding sources were controlled by the fiscal department which made the reimbursement request and received the associated revenue. Other funding sources were controlled by the Program Directors who were responsible for requesting reimbursement. No one area had a complete knowledge of all of the expected revenues and expenses and as a result, no one area was aware that the cash shortage had achieved a critical state.

Recommendation: The Organization should utilize the existing accounting system or other mechanism to create detailed program budgets which consolidate into an organizational budget. In order to shrink the revenue gap, program expenses should be carefully scrutinized to determine if they are necessary and if they are being purchased in the most cost beneficial manner. Allocated costs purchased at the organizational level such as workers compensation, liability insurance, and health insurance, should be examined and periodically compared to market prices to determine that the costs are competitive and appropriate. Costs which will be included in the indirect cost, fringe benefit, and leave pools should be carefully managed and should be scrutinized as to the appropriateness of including them as an indirect cost versus a cost directly charged to a program. The indirect cost rates should be determined at the beginning of the fiscal year and should not fluctuate based upon random increases in management salaries, or other unbudgeted expenses. Revenues should be forecasted and reimbursement for expenditures should be requested in a timely manner. The Organization should

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also carefully control and manage the CSGB funding as well as other unrestricted funding such as client fees and utilize these resources as part of a planned approach.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

- 1) Starting in January 2013, TCCAP Fiscal Department instituted a practice of tracking invoices issued the various division programs. This practice, coupled with historical time to payment information, allowed TCCAP to begin to proactively manage accounts receivable.
- 2) Starting in January 2013, TCCAP's Fiscal Department instituted a practice of cash flow forecasting based upon projected routine operating expenses, entered accounts payable, and projected receipts from the accounts receivable information. This practice has allowed TCCAP to proactively manage and plan cash flow.
- 3) The annual budgeting process is just beginning at TCCAP for FY2014. The division budgets are to be constructed based upon historical experience and projected changes to contracts to funding. The division budgets will be combined with a budget for agency administration and overhead to create an agency annual budget. This budget will be used to manage agency activities in the next fiscal year. As part of this process, organizational level expenses will be evaluated, competitively shopped, and properly assigned to individual projects and programs to the degree practicable.
- 4) The financial data from FY2013 and projected expenses for FY2014, including any projected increases to agency administrative staff salaries, will be used to establish the indirect cost rate for TCCAP in FY2014, which will then be consistently applied for FY2014 and not changed throughout the year. This process will be the template for development and use of the indirect cost rate in future fiscal years.

As of March 2013, planning is in process to initiate active use of the accounts receivable module of the accounting software system. The use of this functionality will allow issue of meaningful (and current) financial reports to support proactive management of agency financial matters.

FS-2012-09

Condition: The Organization failed to design and implement procedures to control and monitor the use of the organizations bank accounts.

Blank check stock was kept in a locked safe however the key to the safe was hidden where several employees could access the key if needed. Additionally signed but un-mailed checks for as much as \$218,936 were kept in the safe which could be accessed by these same individuals. Stacks of checks were removed from the safe in order to prepare payroll and accounts payable checks with no control over the number of checks taken or returned as unused.

Checks for accounts payable were presented to authorized signers; however, supporting documentation was not provided to ensure that the checks were to pay legitimate expenses.

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Individuals with general ledger posting access were also authorized signers on some accounts.

General Journal entries were used freely and frequently had no backup or approval.

Accounts were not reconciled in a timely manner and when reconciled were not reviewed for old reconciling items. The operating account had a reconciling item of over \$460,000 which had been outstanding for over a year, yet no one had resolved the issue at the time of audit.

Funds were transferred between accounts, and general journal entries were posted regularly with little supporting documentation and no evidence of approvals. As a result, money from a bank-restricted account related to the organization's bond was, at times, transferred for use in the operating account.

Several bank accounts at various banks were combined into one account on the general ledger. In some cases, activity in the accounts was not posted to the general ledger, but instead was only adjusted at the fiscal year end with a single entry to adjust the cash balance to the bank statement. Although in most cases the cash balance did not change significantly this process failed to record all the cash receipts and disbursements that accounted for the change, which, in some cases, were significant and caused revenue and expenses to be understated. Additionally since the monthly activity was not recorded, no procedures had been implemented to review the monthly bank statements for possible misappropriations.

Criteria: Controls over the bank accounts must be designed and implemented to prevent, or detect and correct errors including misappropriations. These controls should include such basics as securing check stock, preparing timely reconciliations, reviewing reconciliations and resolving outstanding items, as well as segregating the functions of approving cash transactions from accounting functions of recording and reconciling.

Effect: Ineffective controls over cash can create substantial losses for an organization. These losses, even if detected, may be impossible to recover and can have a devastating impact on the organization's reputation within the community.

Cause: The Organization lacked policies and procedures to control the use of bank accounts.

Recommendation: Because of the liquid nature of cash, preventative controls should be the first area of focus because detective controls often identify the error too late to prevent the loss of resources. Management should design and implement controls over the bank accounts immediately. These controls should include controlling access to blank check stock, reviewing individuals with check signing authority and educating them on their responsibilities, and creating policies to require the timely reconciliation of accounts and the review and resolution of outstanding items.

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Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

- 1) TCCAP will review its existing Accounting and Financial Policies and Procedures Manual, update and revise it as warranted, and then implement the control procedures documented in the manual.
- 2) The process of reviewing, revising, and implementing the accounting procedures will specifically address the items identified in the Recommendation for this condition.
- 3) The Special Trustee has already substituted appropriate personnel to act as signatories and/or to have transfer privileges and multiple signers are now required to ensure the security of the Organization's financial accounts and oversight over them.
- 4) Management has implemented internal controls that require review and approval of planned expenditures combined with a cash management system that allows checks processed to be issued immediately.

FS-2012-10

Condition: The Organization failed to responsibly manage funds held in a fiduciary capacity for the Guardianship Program. At the time of the audit \$375,000 was owed to clients serviced by the Guardianship program because funds had been transferred from the guardianship account to the TCCAP operating account in order to meet organizational expenses. Additionally the Guardianship account had not been reconciled to the bank statement since December 2010. The Organization also provides accounting services for a separate entity, Cornerstone Housing North, and made an online transfer of \$35,000 from the Cornerstone Housing North account into the TCCAP operating account. The transfer from the Guardianship Program is recorded as a liability on the financial statements at June 30, 2012. The transfer from the Cornerstone Housing North reserve account was repaid prior to the end of the fiscal year.

Criteria: Funds held in a fiduciary capacity or as an agent for another Organization must be segregated from the accounts of the organization. These funds have been entrusted to TCCAP to be used only for an appropriate purpose. Policies must be written and enforced which strictly prohibit the use of these funds for any purpose not specifically allowed by agreement.

Effect: At June 30, 2012, the Organization is liable for \$375,000 which is owed to client of the Guardianship Program. This has been recorded as a current liability on the financial statements.

Cause: It appears that cash flow issues within the Organization created pressures which led the fiscal director to access these funds by transferring them into the operating account. This process was performed more than once, the earlier transactions being repaid when organizational cash flow allowed. As cash flow needs within the Organization became more critical, it became impossible to repay the amount that had been transferred from the account.

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Recommendation: The Organization should review current access to these types of accounts along with other bank accounts and restrict access to a few individuals. Controls should be designed and implemented to carefully monitor activity in these accounts. Policies, including penalties for violation should be written and enforced. These accounts along with other bank accounts should be reconciled at least monthly and any issues should be resolved timely.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

- 1) TCCAP has instituted controls that require dual signatures to authorize the transfer of funds into its operating account from any other accounts and documentation of all such transfers in the accounting records of the agency.
- 2) Regarding the Guardianship account, future transfers will require approval of the fiduciary on the account.
- 3) In mid-November 2012, proceeds from a long-term debt restructuring transaction were used to replenish the \$375,000 Guardianship account, and approximately \$150,000 of the \$375,000 was then returned to Guardianship's main client account at another bank, leaving \$225,000 in the account at Northway Bank in Berlin. Subsequently, \$224,000 was removed from the Northway account and improperly used to pay TCCAP general operating expenses, leaving \$1,000 in the account and a balance of \$224,000 owed to Guardianship.
- 4) In early March, TCCAP committed to a repayment scheduled for these funds of approximately \$20,000 per month, cash flow permitting. By the end of March 2013, \$20,000 will have been repaid.
- 5) The process of updating and revising accounting procedures discussed in response to a prior condition will include requirements for monthly reconciliation of bank statements.

It should be noted that efforts to analyze and streamline TCCAP's operating programs, as well as streamlining of invoicing and collection processes, are expected to, over time, alleviate the cash flow pressures that lead to the action addressed in this condition. Similarly, the Organization's restructuring and adopting of required policies as noted above will create processes, procedures, controls and oversight and a general operating environment where such practices will not be tolerated or permitted.

FS-2012-11

Condition: Several program directors did not have a complete knowledge of the federal and state grants which fund their programs. When asked to relate their program funding to a schedule of expenditures of federal awards, most program managers were unable to identify all the grants which provided the funding for their programs. Additionally, several program managers did not have copies of the grants and did not appear to be familiar with the details of the grant documents.

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Criteria: Program managers and other staff should have a complete and thorough understanding of the grants which provide funding for their programs so that they can implement procedures to ensure compliance with the types of requirements that could have a direct and material effect on their programs.

Effect: The fiscal department spent a considerable amount of time preparing the Schedule of Expenditures of Federal Awards because the staff had difficulty relating the revenues and expenses posted to the general ledger to the award document. This reconciliation process required several adjustments to the general ledger to record revenues and expenses to the correct programs. Additionally, revenues received under the CSBG grant had to be reallocated at year end to ensure that the Organization incurred sufficient qualifying expenses to warrant reimbursement. Program Directors did not identify or did not request corrections during the year for items posted to their programs incorrectly because they did not have the detail of the award documents to verify the terms of the award. Additionally, although the fiscal department was able to correct postings to revenue, because they are not familiar with all of the programs, the staff had difficulty in determining if the associated expenditures were appropriate.

Cause: No one area appears to have all of the information necessary to identify posting issues during the year and to monitor and correct both revenues and expenses on a timely basis.

Recommendation: A process must be developed to provide both the Program Directors and the Fiscal Department with information about each program and its sources of funding. Program Directors should have current complete copies of the awards, contracts and grants which affect their programs. They should be able to relate this information to the Catalog of Domestic Federal Awards and should understand all of the financial reporting requirements and grant compliance requirements for each award. The Program Directors and the Fiscal Department should work together to ensure the accuracy of this information throughout the year.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

- 1) In January 2013, Program Directors were required to assemble and summarize all contracts and grants they administer. This requirement initiated familiarization of these personnel with these requirements.
- 2) TCCAP will institute a grant and contracting process that will involve review of compliance requirements at the time that budgets and applications are being prepared. A summary of the requirements will be generated during this time and a copy transmitted to the Fiscal Department. The summary will be used as a reference by both the Program Directors and the Fiscal Department in fulfilling accounting and reporting requirements for individual projects.
- 3) TCCAP will institute the requirement that copies of all grants and contracts will be retained by both the Fiscal Department and the Program Director of the program executing the grant or contract. As a part of their job description, Program Directors will be accountable for understanding all of the compliance requirements associated with the programs that they run as articulated in the grants, contracts, and applicable regulations. Together, the Program Directors and Fiscal Department will be accountable for ensuring financial and accounting

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compliance with these requirements with, for FY2014, ultimate responsibility and authority resting with the Program Directors for the accuracy of the information and allocation and acceptance of expenses.

- 4) The Accounting and Financial Policies and Procedures Manual which is being updated, will require a monthly budget to actual report for all programs administered by Program Directors be timely issued. It will include a policy requiring a periodic meeting with the CFO and Program Directors to review these reports, discuss budget variances, develop modification plans and identify developing issues for timely action. Starting in FY2015, Program Directors will review accounting reports for their grants and contracts to provide quality assurance on the allocation of expenses; however, the ultimate responsibility for accuracy of information and allocation of expenses in compliance with grant and contract requirements will rest with the Fiscal Department. This transition assumes that the Fiscal Department will have hired the necessary staff to track and ensure compliance and that it will have acquired the necessary infrastructure to accomplish this responsibility.
- 5) Program Directors will be required to attend training sessions, both internally and externally, to gain the requisite knowledge needed to administer their programs in compliance with legal and regulatory requirements. Program Directors who are unwilling or unable to make such a commitment may need to be replaced or reassigned within the Organization.
- 6) Program Managers will be supported in their obligations set forth herein by a Chief Operating Officer and Chief Executive Officer, as well as by the Chief Financial Officer. Additionally, a Grants Manager assigned to TCCAP administration will act as a central repository for all grants submitted and approved, and will support program staff in managing those grants.

FS-2012-12

Condition: The Organization failed to maintain deposit account balances in accordance with the USDA Loan Security Agreements. At the time of the audit the balance in the account was \$93 while the required balance was \$52,497.

Criteria: As part of the requirements listed in the Loan Resolution Security Agreements executed with the USDA, the Organization is required to deposit specific amounts into an account until a maximum deposit balance has been achieved after which deposits may be suspended except to replace withdrawals.

Effect: TCCAP is not in compliance with the USDA loan agreements. Default under the provisions of the agreement may be construed by the Government to constitute default under any instrument held by the Government and executed by the organization.

Cause: The Organization lacked policies and procedures to ensure that the required balance was maintained.

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Recommendation: The Organization must design and implement procedures to ensure that the required deposit balances are maintained in accordance with the Loan Resolution Security Agreement.

Management Response: Management concurs with the commentary on this condition. Specific action planned to address this condition includes:

- 1) Restoring the proper balance to this account as cash flow permits and/or seeking modification from the USDA relative to this balance requirement;
- 2) Revising TCCAP's Accounting and Financial Policies and Procedures Manual to require timely review and compliance with all loan security agreements signed by the agency; and
- 3) Revising the Manual to provide that funds may not be removed from deposit accounts established pursuant to loan security agreements without obtaining proper consent from the lending Organization and in compliance with all other provisions of the governing agreement.

FS-2012-13

Condition: Staff did not appear to have a thorough understanding of the types of costs which are allowable under Cost Circular A-122. Evidence of this included costs for interest and late fees being allocated to programs receiving federal funding. Although in each case, other non- federal funding was also available to the program to cover the amounts of interest and late fees, employees should be educated on the types of expenses which are not allowable for federal reimbursement.

Criteria: All employees who have any responsibility for managing program costs which will be reimbursed with federal funds should have training in costs that are allowable under Cost Circular A-122. They should be given access to the cost circulars so that they can refer to them as needed. Employees who have responsibility for approving and coding expenses for posting in the accounting system should be instructed to carefully consider the expenses to be sure it is posted correctly. Employees requesting federal reimbursement of expenditures must be careful not to include unallowable costs in the calculation of the reimbursement request.

Effect: Costs which are unallowable per Cost Circular A-122 cannot be used as expenditures for federal reimbursement. Reimbursements made using unallowable costs are subject to repayment to the federal awarding agency.

Cause: Although the Organization participated in various types of training, it does not appear that the Organization provided employees with training regarding the management of federal funds. It does not appear that management emphasized the level of responsibility associated with the acceptance of federal funding.

Recommendation: The Organization should provide training to employees so that they are fully educated on the types of costs which are allowable. In addition the Organization should develop a policy regarding costs which are not specifically addressed in the circular and how the employee should determine if the cost is reasonable and necessary. Several low cost options are available

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including free access to the circular on the OMB website, and various training classes offered online, through the awarding agencies, or through the NH and MA Societies of Certified Public Accountants.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

- 1) The recruiting process for a CFO and experienced accountant will include determining their knowledge level of federal regulations, allowable costs and cost allocation plans. Understanding of federal, state and local grant awards will be part of the recruitment discussion.
- 2) Staff training will be defined in the updated Accounting and Financial Policies and Procedures Manual.

FS-2012-14

Condition: The Organization lacks a procedure to periodically evaluate costs to determine that the accounting system is correctly charging expenditures in a fair and equitable manner. As a result, management could not be certain that they had incurred sufficient expenditures to support the receipt of federal and other funds without significant reallocation and adjustment.

Criteria: All organizations, but particularly organizations that receive reimbursement of expenses through federal and state grants, must develop a procedure to ensure that costs are captured and recorded accurately. This includes ensuring that the cost is necessary and allowable, it is recorded in the correct period, and that it is charged to the correct program. Costs that are shared among multiple programs must be allocated in a fair and equitable manner.

Effect: The cost of facilities owned by TCCAP and used by various programs was not based upon a recent analysis of costs and square footage. As a result several programs were undercharged or overcharged for the cost of the space provided by TCCAP. In addition, the cost related to vehicles rented for the alcohol and other drug programs was included in the indirect cost pool and allocated over all the programs as a portion of the indirect cost rate. Lastly, the workers compensation insurance rates being used to allocate costs to the programs was incorrect and was over-allocating approximately \$60,000 of expense to the various programs. These issues were addressed and corrected prior to the issuance of the final financial statements.

Cause: The Organization had been approved to use an indirect cost rate, and the costs included in the rate had not previously been found to be incorrect or unallowable. However, it is the organizations responsibility to ensure that the costs included in the indirect rate are appropriate.

Recommendation: Management must be diligent in evaluating all expenses including expenses which are included in the indirect cost rate. Prior treatment of a specific cost does not ensure that similar treatment will be appropriate in all occasions. Creating a budget of expenses to be included in the indirect cost rate versus those which should be charged to programs will give the program directors and accounts payable clerk a guide for posting the expenditures instead of expecting them to

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

make on- the- spot decisions. This will also prevent adjustments at year end which could result in insufficient expenses to support reimbursement of federal and state funds.

Management Response: Management concurs with the commentary for this identified condition. Actions taken to address this condition include:

- 1) TCCAP has instituted an enhanced review and approval process for the coding, classification and processing of financial transactions.
- 2) TCCAP has also designed and implemented a cost allocation plan for shared cost items.
- 3) A budget for indirect expenses is being developed with approval expected for the fiscal year beginning July 1, 2013.

As a result of the above changes, management believes this finding has been satisfactorily resolved.

FS-2012-15

Condition: Although the Organization states in its accounting policies that it complies with the requirements to report net assets as unrestricted, temporarily restricted, and permanently restricted, they failed to follow that policy and recorded all net assets at year end as unrestricted.

Criteria: Non Profit accounting policies require that net assets be reported according to class. Unrestricted net assets should include only assets which are available for the organization's use without any donor imposed restrictions. If donations, grants or other funding is received from a donor with the expectation that the funds will be used for a specific purpose or expended during a specific time, then any funds unexpended for the intended purpose must be reported as temporarily restricted and held as temporarily restricted until expended in accordance with the donor's restriction.

Effect: It is nearly impossible to determine if the Organization has met the requirements to release funds received in prior years from restriction. Based upon our audit of current year grants and donations, which include amounts which should be classified as temporarily restricted, it is likely that similar amounts existed in prior years. These amounts most likely relate to private donations, and county and town funding because federal funding requires regular reporting of expenditures to request reimbursement.

As noted above, the total amount of federal funds was most likely expended for the correct program; however, it is possible that the funds were not spent in the grant-prescribed proportion of administrative versus program expenditures. This could create a liability to the federal awarding agency should the costs be examined and found to be reimbursed in error.

Private donations and county and town funding often does not require any type of reporting in order to receive the revenues. In many cases the funds are provided in advance of the Organization incurring the expenditure. It is very possible that there were funds remaining from these donors which were included in unrestricted net assets in prior years, and therefore not used for the donors intended purpose.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
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Both of these situations create an unknown liability which may be impossible to determine and, therefore, cannot be recorded in the financial statements. However, this issue was clearly disclosed in the notes to the financial statements.

Cause: The Organization did not know how to use the accounting system to track funding so that the total of temporarily restricted assets could be determined. Lastly, it appears that the Organization did not understand its obligations to donors and, therefore, did not have a policy or procedures in place to identify these restrictions and track the funds to be sure of their use in accordance with the donor's wishes.

Recommendation: The Organization should develop a policy regarding the acceptance of donations and other grants. This should be completed in conjunction with consideration of a risk management policy. The Organization should create a standard form which should include an identification of any restrictions imposed by the donors on the award since many private donors fail to stipulate this in their own documentation. The fiscal department employees as well as other program staff should be educated on the proper classification of net assets. The accounting system or other mechanism should be utilized to track revenues which are unexpended at the fiscal year end. If the donation is restricted as to the allowable time frame for expenditure, then the donation should be returned to the donor. If there is no time restriction then they should record these revenues as temporarily restricted in the financial statements. These funds should be made available in the subsequent year for continuation of the donated purpose.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

- 1) TCCAP will amend its accounting procedures and practices to ensure that net assets are recorded as unrestricted, temporarily restricted, or permanently restricted. Further, temporarily or permanently restricted assets will be maintained in an account separate from TCCAP's operating bank account and will not be released to operating use unless and until compliance with the restrictions has been demonstrated and approved by both the CEO and CFO. Documentation of compliance will be retained in the agency's accounting records.
- 2) The revised procedures will be used as the basis for training Fiscal Department and division staff regarding the proper management of net assets and associated restrictions.

Any policies adopted shall specifically reference the need to consult competent legal counsel so as to ensure the proper categorization, management, recording, and disposition of any such assets in the event that any such questions arise.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
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FS-2012-16

Condition: The Fiscal Department did not have a policy to ensure that all liabilities were identified and recorded in the financial statements. The Organization did not properly account for accounts payable checks that were prepared but were held and not mailed at year end. Additionally, liabilities for other items such as credit cards, other loans, and Enterprise Rental Car charges were not recorded.

Criteria: The Organization must design and implement a procedure to ensure that all liabilities are identified and reported in the financial statements. This includes liabilities for items which may not have been billed to the organization, as well as contingent liabilities such as lawsuits and environmental remediation requirements. If an amount cannot be determined, but it is likely that the liability has been incurred, then the Organization should disclose the information in the notes to the financial statements.

Effect: The Organization failed to record an adjustment for \$218,936 of checks held at year end. Additionally, they did not record the balance on credit cards which had not been submitted for payment as well as rental car charges which had not been billed.

Cause: It appears that the fiscal department did not have a clear understanding of its responsibilities to identify and record, or disclose all liabilities.

Recommendation: We recommend that the fiscal department be provided training on how to identify and report liabilities in the financial statements. A procedure should be developed to assist them in this process and to require management to review this information to ensure that the reporting is complete.

Management Response: Management concurs with the commentary for this identified condition. Actions taken to address this condition include:

- 1) Management has ended the practice of preparing checks and holding checks.
- 2) The Fiscal Office is now recording all financial transactions of the Agency.

With the two changes referenced above, management feels this finding has been nearly (if not completely) resolved.

FS-2012-17

Condition: The listing of property and equipment appeared to include many items which were very old and most likely no longer being used by the organization. Examples of this include computers purchased in 1996 and automobile repairs from 1998 although no cars exist from that year. These items were fully depreciated; however, the balance sheet accounts should be adjusted to reflect the disposal of items which have been scrapped or sold.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
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Criteria: The listing of property and equipment should be reviewed at least annually and should be adjusted for assets which have been scrapped or sold. A physical inventory should be performed to identify the existence and location of assets.

Effect: The assets and related depreciation of the Organization are overstated. In most cases, the assets were fully depreciated, and, therefore, there was no net effect on the balance sheet.

Cause: The Organization did not design and implement a policy which requires the review and adjustment of the property and equipment listing.

Recommendation: Design and implement a policy for property and equipment.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

- 1) TCCAP's Accounting and Financial Policies and Procedures Manual will be revised to require maintenance of a physical inventory of all assets valued at \$5,000 or more at the time of their acquisition. It will also require adjustment of the inventory to reflect sale, loss, destruction, disposal or full depreciation of assets when such events occur, as well as all other aspects of fixed asset management.
- 2) Fixed Asset management will be the responsibility of the experienced accountant being recruited.

FS-2012-18

Condition: Procedures over the control of the weatherization materials inventory are inadequate. The fiscal department makes one entry at the end of the fiscal year to adjust the balance in the inventory account to agree to the value calculated from a physical count. However, no procedure exists to track and record the value of the items removed from inventory to ensure that all inventory has been accounted for and used for the weatherization programs.

Criteria: The Organization is required to implement procedures designed to safeguard organizational assets. This includes an inventory system which is capable of tracking additions to inventory for purchases, and reductions in inventory for items used by the organization.

Effect: Failure to safeguard inventory could result in the loss of organizational assets.

Cause: The Organization lacks a system to track items removed from inventory and to record the costs in the accounting system.

Recommendation: The Organization should develop a system which would allow the tracking of items removed from inventory so that the expense can be properly recorded. In this manner, the ending inventory should require minimal adjustment at year end and any errors or misappropriations can be detected.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

Management Response: Management concurs with the commentary for this identified condition. TCCAP has initiated revision of the manner in which materials are received into inventory and their use on projects is expensed in real time. Planned actions to address this condition include:

- 1) Revising TCCAP's Accounting and Financial Policies and Procedures Manual to require use of the revised inventory management system currently in development.
- 2) A manual job cost accounting system along with a perpetual inventory system will be considered in the revisions to the Accounting and Financial Policies and Procedures Manual.
- 3) An electronic inventory system will be instituted that will provide an accurate accounting of the cost of weatherization materials purchases, materials on hand and materials installed on each job. The target date for installation and utilization of this system is April 30, 2013.

FS-2012-19

Condition: The Organization utilized several credit cards to purchase items which could have been purchased locally or could have been set up as direct bill items with established vendors. Additionally, some employees utilized personal credit cards to purchase items which could have been purchased by TCCAP.

The programs included in the Energy, Community, Housing, Homelessness and other division utilized several credit cards linked to a single Chase credit card account. Purchases on this card could be \$20,000 to \$30,000 monthly and the account had a \$40,000 limit. This process required significant effort on the part of program management to ensure that costs were posted into the accounting system correctly.

Other Program Directors were issued separate credit cards which frequently were paid late and incurred interest and late fees.

Lastly, an employee frequently used a personal credit card to make purchases for thousands of dollars. When questioned, the employee stated that this had been done for the convenience of management, and at times due to cash flow issues within the organization, however, the employee received immediate reimbursement for the charges incurred indicating that the Organization had sufficient resources to purchase these items.

Criteria: Policies regarding the use of credit cards should be designed and implemented.

Effect: Credit card usage can be difficult to capture and record correctly in the financial statements which may result in unrecorded liabilities, miscoding of expense detail, or unauthorized transactions.

Cause: It appears that credit cards were used primarily because of the ease in making purchases. Instead of the Organization creating a direct bill arrangement with the vendors most frequently used, they provide credit cards so that purchases can easily be made. The use of credit cards may have also

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

increased due to tight cash flow at the Organization and difficulty in obtaining vendor credit due to poor payment history.

Recommendation: The Organization should design and implement policies and procedures to control the use of credit cards and should limit their use to the greatest extent possible without creating operating inefficiencies. Receipts should be provided for each credit card purchase, and statements should be submitted and paid timely so as to avoid interest and late fees. Under no circumstances should an employee use a personal credit card to purchase items which should be purchased by the Organization with the possible exception of items specifically allowed for in a expense reimbursement policy.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

- 1) TCCAP will ensure that an expense reimbursement policy is included in its employee handbook and in the updated Accounting and Financial Policies and Procedures Manual. The policy will clearly articulate appropriate use of personal credit cards for agency business including the required submittal of receipts for all credit card transactions pursuant to expense reporting requirements.

TCCAP will revise its Accounting and Financial Policies and Procedures Manual to clearly articulate the permitted uses of agency credit cards and necessary prior authorizations therefor. Original receipts will be required for all credit card transactions.

FS-2012-20

Condition: The Organization did not have a process to track receivables due from management and other employees for travel advances and spouse travel expenses.

Management and other employees frequently received travel advances which were posted as a receivable to the Travel Advance account in the accounting system. When the employee submitted an expense reimbursement, the amount of the travel advance was to be a reduction in the amount reimbursed to the employee. However, the Travel Advance account was not reconciled and no subsidiary ledger was kept to determine who had received advances. As a result, the account has an amount due from employees however it could take significant effort to determine the specific employee that has an outstanding advance.

The Organization also allowed employees to bring spouses on various trips throughout the year. The cost of the spouses travel was paid by the company and posted as a receivable to the Due from Employee account in the accounting system. These amounts were usually repaid through payroll deductions over a period of time. However, the Due from Employee account was not reconciled and no subsidiary ledger was kept to determine the specific employee that owed the company for spouse travel expenses.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

Criteria: All balance sheet accounts, including those for travel advances and other receivables, should be reconciled at least monthly to a subsidiary schedule or other supporting documentation.

Effect: The Organization may have difficulty determining the legitimacy and collectability of these balances which may require the amounts to be written off, ultimately resulting in a loss of revenue.

Cause: The fiscal department did not have a procedure in place which included monthly reconciliation of these accounts as part of an overall internal control system.

Recommendation: Immediately implement procedures to require the reconciliation of balance sheet accounts to subsidiary ledgers or other supporting documentation. Management should evaluate the cost effectiveness of researching amounts which are not currently identified and should adjust the account balances accordingly.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

- 1) TCCAP will terminate the practice of pre-paying and seeking reimbursement of spouses' travel with employees; all costs for spouse travel will be paid by individual employees and their spouses.
- 2) TCCAP will revise its Accounting and Financial Policies and Procedures Manual to require bi-weekly accountability by the employee for travel expenses incurred and at least monthly reconciliation of all travel advances vs. reported expenses.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

SA-2012-01

Condition: Management failed to design and implement a procedure to ensure that the drawdown of federal funds was only for immediate needs and that reimbursement was requested only after the costs had been incurred.

Advanced funding of \$538,736 for program costs for the fuel assistance program funded through federal CFDA 93.568 was received on 12/13/11. Expenditures were \$29,503. Yet the remaining \$509,233 had been spent on organizational operating expenses.

Advanced funding of \$51,839 for administrative costs for the fuel assistance program funded through federal CFDA 93.568 was received on 12/13/11. Expenditures were \$8,699 yet the remaining \$43,140 had been spent on organizational operating expenses.

Advanced funding of \$14,781 for the Heating Repair and Replacement Program funded through federal CFDA 93.568 was received on 12/12/11. Expenditures were \$7,767 yet the remaining \$7,014 had been spent on organizational operating expenses.

Funding in excess of expenditures was received for the Head Start Program in the amount \$345,041 all of which has been recorded as restricted net assets.

Advanced funding of \$100,767 from the Community Services Block Grant, CFDA 93.569 was awarded; however, because this grant can be used for multiple purposes, it is likely that the Organization had sufficient expenses to warrant the expenditure of the advance upon receipt.

Criteria: TCCAP is required to design and implement procedures to ensure that the drawdown of funds is only for immediate cash needs, and that reimbursement is requested only after costs have been incurred. If the Federal awarding agency has determined that reimbursement is not feasible because the recipient lacks sufficient working capital, the Federal awarding agency may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency shall advance cash to the recipient to cover its estimated disbursement needs for an initial period generally geared to the awardee's disbursing cycle. Thereafter, the Federal awarding agency shall reimburse the recipient for its actual cash disbursements. To the extent available, recipients shall disburse funds available from advanced funding before requesting additional cash payments.

Effect: TCCAP did not comply with Cash Management compliance requirements which had a direct and material effect on the major federal programs.

Cause: Federal funds which were received as advanced funding were not properly segregated from the general operating account. In fact, although a separate bank account had been established for the fuel assistance program, the account had been linked through an automatic sweep to the operating account, whereby any unused funds in the fuel assistance account were automatically transferred to the operating account. Because the Organization was experiencing significant cash flow shortages, the funds were almost immediately expended to cover operating expenses.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

Recommendation: The Organization must design and implement procedures to ensure that funds advanced by an awarding agency are expended as closely as possible to receipt of the advance. Excess funds should be kept in a deposit account insured through FDIC coverage and only expended for the intended program.

Management Response: Management concurs with the commentary for this identified condition. For direct funded federal programs, the Agency has already enhanced its separation of duties and responsibilities, review, approval and documentation to support funds drawn down are in compliance with established Federal Regulations.

The current practice is funds drawn down are expended within 1 or 2 days of receipt of the Federal Funds. Other planned actions to address this condition include:

- 1) In January 2013, TCCAP instituted practices to invoice for expenses as early and as frequently as practicable to improve cash flow. This effort has the effect of expending advanced funds as closely as practicable to receipt of the advance.
- 2) TCCAP will retain excess funds from LIHEAP and other advances in a dedicated FDIC-insured account separate from TCCAP operating accounts. Withdrawals from these accounts will only be permitted after acceptance of relevant invoices and documentation by the awarding agency and under a dual signature system with TCCAP. Documentation of all such transfers will be retained with the agency's accounting records.
- 3) These practices will be documented in the agency's Accounting and Financial Policies and Procedures Manual and enforced by senior management under the oversight of the Board.
- 4) Going forward, responsibility for monitoring the condition noted herein will be specifically assigned to one or more members of TCCAP's senior management team.

SA-2012-02

Condition: Our audit of the controls over the Fuel Assistance Program revealed that the program failed to comply with the requirement to provide reasonable assurance that no purchase of goods or services is made with any debarred or suspended party.

Criteria: One of the compliance requirements related to the administration of the federal grant funding the fuel assistance program requires that vendors be checked against a federal register to determine if they have been suspended or debarred for providing services or materials purchased with federal funds.

Effect: Although none of the fuel assistance vendors we examined were included on the federal register of debarred or suspended parties, the organization must have a process to ensure that parties are check against the list prior to purchasing goods or services.

Cause: The procedure manual provided to TCCAP for the administration of the program by the NH Office of Energy and Planning, instructed the Program Director to obtain a vendor application

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

including a certificate of good standing from the State of NH. The State Fuel Assistance Program Manager at the OEP did not realize that this process would not meet the requirements to verify that the vendor was not suspended or debarred.

Recommendation: The Organization should implement procedures to check vendors against the federal list of parties who have been suspended or debarred.

Management Response: Management does not fully concur with the commentary for this identified condition. TCCAP was operating in a manner consistent with guidance and direction received from OEP. Nevertheless, given that the guidance and direction may have been incorrect and that TCCAP is ultimately responsible for compliance, planned actions to address this condition include:

- 1) The ECCHO Program Director will be required to check the federal list of suspended and debarred vendors prior to entering into agreements to acquire products or services from any vendor in conjunction with the Fuel Assistance Program.
- 2) TCCAP will revise its Accounting and Financial Policies and Procedures Manual to require checking of the federal list of suspended and debarred vendors prior to release of payments to vendors for Fuel Assistance Program expenses.
- 3) TCCAP will coordinate with State funding agencies, particularly, New Hampshire Office of Energy and Planning to ensure that it is in full compliance with all legal and regulatory requirements.
- 4) TCCAP is currently restructuring its ECCHO Program and will, as part of its restructuring, include new procedures for ensuring compliance going forward.

SA-2012-03

Condition: Our audit of the controls over the Weatherization Program revealed that TCCAP failed to implement a system to comply with materials procurement procedures.

Criteria: When purchasing materials in excess of \$5,000 in aggregate annually the Organization is required to obtain competitive bids in accordance with Cost Circular A-122.

Effect: Failure to follow materials procurement procedures is a violation of the Procurement, Suspension and Debarment compliance requirements material to the Weatherization Program.

Cause: The Weatherization Program requires the purchase of materials which individually do not meet the requirements for competitive bids but in the aggregate exceed the \$5,000 dollar threshold. A procedure had not been designed or implemented to comply with this requirement.

Recommendation: The Organization should design and implement a system to comply with material procurement procedures.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

- 1) Revising TCCAP's Accounting and Financial Policies and Procedures Manual to require that purchases of materials that will exceed \$5,000 in a given contract year be put out to competitive bid; and
- 2) Training of all Program Directors and project managers regarding this requirement; and
- 3) Formulating and implementing a bid system for all weatherization material items costing over \$5,000 annually in aggregate. The target date for implementation is 4/30/13. Certain items will be put out to bid on an annual basis and others quarterly. The system will address all the criteria set forth in the NH Weatherization Policy and Procedures manual. In addition, changes in procurement will dovetail into a new inventory system.

SA-2012-04

Condition: Our audit of the controls over the Weatherization Program revealed that TCCAP failed to comply with Davis- Bacon Act wage requirements.

Criteria: Per the grant documentation for the Weatherization Program, employees must be paid in accordance with Davis-Bacon Act wage requirements which requires that employees must be paid the local prevailing wage on federally funded or assisted contracts in excess of \$2,000.

Effect: Failure to follow the Davis-Bacon Act is a violation of one of the types of compliance requirements material to the Weatherization Program. The total amount of wages calculated to comply with the requirements of Davis-Bacon for the fiscal year ended June 30, 2012 is \$5,652.23.

Cause: The calculation to determine the value of non-cash fringe benefits contained errors which calculated the value at an amount higher than the actual value. A recalculation of the amount revealed that some employees were paid less than the NH Davis-Bacon Act wage rate.

Recommendation: The Organization should design and implement a system to comply with material procurement procedures.

Management Response: Management concurs with the commentary for this identified condition. Planned actions to address this condition include:

- 1) TCCAP will make corrective payments to the employees affected by this miscalculation of non-cash fringe benefits;

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

- 2) TCCAP will revise its calculation of compensation of its employees subject to the Davis-Bacon Act wage requirements to ensure that the compensation fully complies with the Act; and
- 3) TCCAP will revise its Accounting and Financial Policies and Procedures Manual to require that Davis-Bacon Act compensation calculations are reviewed and revised, if and as appropriate, whenever changes are made to TCCAP's non-cash fringe benefits.

PRIOR YEAR FINDINGS AND QUESTIONED COSTS

Condition: Management did not file single audit reports with the federal government within the 9 month reporting window.

Criteria: OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations require that single audits are completed within 9 months of the end of the audit period.

Effect: Late filing of single audit reports could result in sanctions against the entity.

Cause: Management did not follow this A-133 requirement.

Recommendation: Follow compliance requirements of filing needed single audit reports within 9 months of the end of audit period.

Response: Due to agency changes in administration, the corporation was unable to gather required audit documents in a timely fashion.

Follow up: The Organization is aware of the need to file timely reports and complied with this requirement for the year ended June 30, 2012.

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED JUNE 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Head Start	93.600	01CH1041/45	\$ 1,158,270
Head Start	93.600	01CH1041/46	1,235,276
thru the State of New Hampshire Office of Energy and Planning:			
Low-Income Home Energy Assistance	93.568	G-12B1NHLJEA	269,884
Low-Income Home Energy Assistance - Assurance	93.568	G-12B1NHLJEA	125,296
Low-Income Home Energy Assistance	93.568	G-12B1NHLJEA	5,489,026
Low-Income Home Energy Assistance - SEAS	93.568	1023317	6,973
Low-Income Home Energy Assistance - HRRP	93.568	G-11B1NHLJEA	80,891
thru the New Hampshire Coalition Against Domestic and Sexual Violence:			
Family Violence Prevention and Services/Grants for Battered Women's Shelters-Grants to States and Indian Tribes	93.671	-	49,793
thru the Lakes Region Partnership for Public Health, Inc.			
Affordable Care Act - Medicare Improvements for Patients and Providers	93.518	10AANHADR	5,981
Centers for Medicare and Medicaid Services (CMS) Research Demonstrations and Evaluations	93.779	IXOCMS330779-01-00	7,545

See Accompanying Notes to Schedule of Expenditures of Federal Awards

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED JUNE 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
thru the State of New Hampshire Health and Human Services			
Projects for Assistance in Transition from Homelessness	93.150	-	79,829
Temporary Assistance for Needy Families	93.558	-	352,607
Block Grants for Prevention and Treatment of Substance Abuse	93.959	1008964	275,358
Temporary Assistance for Needy Families - JARC	93.558	-	24,300
Special Programs for the Aging-Title II, Part B-Grants for Supportive Services and Senior Centers	93.044	1016495	64,583
Social Services Block Grant	93.667	1008747	2,743
Community Services Block Grant	93.569	1019248	628,329
Medical Assistance Program	93.778	1008784	65,969
National Family Caregiver Support, Title II, Part E	93.052	1008784	20,646
Centers for Medicare and Medicaid Services (CMS) Research Demonstrations and Evaluations	93.779	1008784	8,962
Special Programs for the Aging-Title IV, and Title II Discretionary Projects	93.048	1008784	4,590
Social Services Block Grant	93.667	1008747	5,196
Social Services Block Grant	93.667	1016495	90,324
Special Programs for the Aging-Title III, Part C-Nutrition Services	93.045	1016495	219,176
Special Programs for the Aging-Title III, Part B-Grants for Supportive Services and Senior Centers	93.044	1016495	3,545

See Accompanying Notes to Schedule of Expenditures of Federal Awards

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
thru the State of New Hampshire Health and Human Services - continued			
Nutrition Services Incentive Program	93.053	-	70,946
Grants to States for Access and Visitation Programs	93.597	1006180	13,310
Preventive Health and Health Services Block Grant	93.991	90072003	9,762
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			10,369,110
U.S. DEPARTMENT OF ENERGY			
thru the State of New Hampshire Office of Energy and Planning:			
Weatherization Assistance for Low-Income Persons	81.042	EE00060	66,020
Weatherization Assistance for Low-Income Persons - ARRA	81.042	02RRWB09	1,162,803
Weatherization Assistance for Low-Income Persons - ARRA	81.042	DE-EE0000161	204,834
Energy Efficiency and Conservation Block Grant Program	81.128	-	85,084
thru the New Hampshire Community Loan Fund, Inc.			
Weatherization Assistance for Low-Income Persons	81.042	DE-EE0004212/001	138,694
TOTAL U.S. DEPARTMENT OF ENERGY			1,657,435
U.S. CORPORATION FOR NATIONAL AND COMMUNITY SERVICE			
Retired and Senior Volunteer Program	94.002	10SRANH001	73,107

See Accompanying Notes to Schedule of Expenditures of Federal Awards

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF AGRICULTURE			
Rural Housing Preservation Grants	10.433	-	16,500
Rural Housing Preservation Grants	10.433	-	25,085
Child and Adult Care Food Program	10.558	-	96,291
Supplemental Nutrition Assistance Program - ARRA	10.551	-	13,295
			<u>151,171</u>
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
Supportive Housing Program	14.235	NH0009B1T001003	169,018
thru the State of New Hampshire Department of Health and Human Services:			
Supportive Housing Program	14.235	1018274	32,512
Supportive Housing Program	14.235	-	130,182
Homeless Prevention & Rapid Re-Housing Program - ARRA	14.257	1012249	267,253
Housing Counseling Assistance Program	14.169	8612-0156	13,775
thru the Community Action Program Belknap-Merrimack Counties, Inc.			
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900	-	77,535

See Accompanying Notes to Schedule of Expenditures of Federal Awards

TRI-COUNTY COMMUNITY ACTION PROGRAM
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 FOR THE YEAR ENDED JUNE 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
<i>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT - continued</i>			
thru the City of Berlin			
Community Development Block Grants/States' Program - NSP	14.228	09-053-CDHS	211,473
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
<i>U.S. DEPARTMENT OF HOMELAND SECURITY</i>			
Emergency Food and Shelter National Board Program	97.024	592400-001	29,683
U.S. DEPARTMENT OF JUSTICE			
thru the New Hampshire Coalition Against Domestic and Sexual Violence:			
Crime Victim Assistance	16.575	-	72,294
Rural Domestic Violence, Dating Violence, Sexual Assault, and Stalking Assistance Program	16.589	2009-WR-AX-0028	9,048
Recovery Act - Edward Byrne Memorial Justice Assistance Grant Program/Grants to States and Territories - ARRA	16.803	2009-SU-B9-0019	1,601
Sexual Assault Services Formula Program	16.017	2010-KF-AX-0024	5,489
thru the State of New Hampshire Department of Justice			
Recovery Act - Edward Byrne Memorial Justice Assistance Grant (JAG) Program/Grants to States and Territories-ARRA	16.803	09JAR006B	17,730
TOTAL U.S. DEPARTMENT OF JUSTICE			
			106,162

See Accompanying Notes to Schedule of Expenditures of Federal Awards

TRI-COUNTY COMMUNITY ACTION PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED JUNE 30, 2012

Federal Grantor/Pass-through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
U.S. DEPARTMENT OF LABOR			
thru the State of New Hampshire Department of Resources & Economic Development:			
WIA Adult Program	17.258	2011-0005b	83,234
WIA Dislocated Worker Formula Grants	17.278	2011-0005b	96,879
TOTAL U.S. DEPARTMENT OF LABOR			180,113
U.S. DEPARTMENT OF TRANSPORTATION			
thru the State of New Hampshire Department of Transportation			
Formula Grants for Other Than Urbanized Areas - 5311	20.509	98974Y	191,806
Formula Grants for Other Than Urbanized Areas - 5316	20.516	68066A	65,715
Federal Transit-Capital Investment Grants - ARRA	20.500	68068B	19,110
Job Access-Reverse Commute	20.509	68042F	82,068
Formula Grants for Other Than Urbanized Areas - ARRA	20.509	10049A	24,420
TOTAL U.S. DEPARTMENT OF TRANSPORTATION			383,119
U.S. ENVIRONMENTAL PROTECTION AGENCY			
Brownfields Assessment and Cleanup Cooperative Agreements - ARRA	66.818	BF-96130801-0	12,188
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 13,863,836

See Accompanying Notes to Schedule of Expenditures of Federal Awards

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2012

A | SIGNIFICANT ACCOUNTING POLICIES

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Tri-County Community Action Program, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the financial statements.



TRI-COUNTY COMMUNITY ACTION

PROGRAM Inc.

Serving Coos, Carroll & Grafton Counties

30 Exchange Street, Berlin, NH 03570 • (603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607

Website: <http://www.tccap.org> • E-mail: admin@tccap.org

Chief Executive Officer: Michael W. Coughlin

BOARD OF DIRECTORS

FY2014

COÖS COUNTY

Board Chair

Steve Griffin

Gary Coulombe

CARROLL COUNTY

Anne Barber

Sam Farrington

Michael Dewar

GRAFTON COUNTY

Nancy Kitchen

Shannon Weaver

Weatherization
(603) 752-7105

Administration
(603) 752-7001

AOD
(603) 752-7941



Community Contact
(603) 752-3248

R.S.V.P.
(603) 752-4103

Energy Programs
(603) 752-7100

MICHAEL W. COUGHLIN, M.S.

Chief Executive - Nonprofit Sector

Complex, Multi-Site Operations ❖ Revenue & Margin Growth
Strategic Partnerships
Community & Public Engagement

Motivating and results driven; recognized for:

- | | |
|---|--------------------------------------|
| ✓ Strategic planning and financial management | ✓ Entrepreneurial spirit |
| ✓ Mentoring & developing inspired leaders | ✓ Assuring highest quality standards |
| ✓ Innovation, marketing and branding | ✓ Passionate advocacy for mission |

EDUCATION

Master of Science, Social Work - Columbia University, New York, New York
Bachelor of Arts - Quinnipiac University, Hamden, Connecticut

PROFESSIONAL EXPERIENCE

REHABILITATIVE RESOURCES, INC.

2012 - 2013

One of the larger agencies providing services to people with developmental disabilities in Massachusetts. Serving hundreds of clients in 44 residential facilities, employment supports and day habilitation programs all over the state. \$25 million in annual revenue and over 600 full and part-time staff.

- **CEO**

Recruited to this position at an agency in need of change, in a time of distress. Followed a 31-year CEO, and reporting to a Board of Directors that expects transformation. Re-configured the senior leadership team, designed a five-year strategic planning process, and began agency-wide healing and cultural re-invigoration.

- **Organizational Development:** Leveraged the agency's considerable reputational and financial assets into distinct advantages in preparing for its 5-year strategic plan.
 - Met nearly every employee directly, either through individual team meeting visits, or through three regional town hall-style events, the first time this has happened.
 - Launched company-wide strategic planning process, involving stakeholders at every level and region of the organization.
- **Executive Development:** Reorganized senior management team into a streamlined, truly decision-making group. Set the conditions and expectations to become a high performing team. Secured executive coaching for leaders where necessary.
- **Community and Market Development:** Met with all major funders to understand their perceptions of the company, and to re-set a new focus on customer service excellence. Performed evaluations of the competitive environment, and began to build strategic coalitions with potential partners for new business.

ARIZONA'S CHILDREN ASSOCIATION

2011 to 2012

Arizona's oldest multi-service nonprofit, located in every county in the state, serving over 45,000 children and families every year in over 20 different programs, including behavioral health, substance abuse, foster care. \$40 million in annual revenue and nearly 750 full and part-time staff.

➤ **CEO**

Recruited to this position as successor to a 20-year CEO. Executed a financial turnaround: moving a projected \$750,000 deficit to break-even status within five months.

- **Organizational Development:** Stabilized financials and worked with Board and staff to create an aggressive five-year plan for growth:
 - Engaged program leaders, Finance team and fundraising to overcome previous year's losses and improve performance in turning around current year financials.
 - Re-organized senior program leaders from regional structure to lines of business, resulting in much better program consistency and communication with staff.
- **Executive Development:** Empowered Executive team to make decisions without micro-managing. Created an environment where creativity and execution exist side by side.
- **Community Relations:** Reached out to community leaders, funders, donors, competitors and potential partners. Made sure to be accessible, to offer our agency's support.

GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND

2007 to 2010

Serving Maine, New Hampshire and Vermont, with \$60 million in annual revenue. Employing 1400 people and serving over 20,000 individuals per year with services including developmental disability, brain injury and behavioral health. 25 stores and 30 program locations in three states.

➤ **CEO**

Recruited to this position to create and execute a new strategic plan. Increased annual revenue by \$20 million in three years to \$60 million. Doubled the number of clients served during the same period. Greatly improved employee and community relations.

- **Organizational Development:** Created Goodwill's strategic plan for Board approval, carried out its plans and achieved exceptional results:
 - Grew state and federal revenue by \$10 million per year through increases in grants, fees and philanthropy.
 - Maximized growth of retail business, earning \$10 million in new profitable revenue annually within three years.
 - Initiated and implemented two acquisitions of other nonprofits.
 - Increased agency margins each year, exceeding \$1.9 million in F.Y. 2010.
 - Championed new initiatives in quality improvement, employee relations and safety.
- **Executive Development:** Stabilized and grew a strong executive team, breaking down silos to achieve trust and true team performance. Created learning opportunities and career development for staff at all levels.
- **Community and Government Relations:** Increased Goodwill's profile through improved marketing, branding and partnerships with other organizations. Built strong relations with Departments of Health and Human Services, Attorney General's Office and Congressional delegations. Greatly expanded engagement with volunteers.

GENESIS BEHAVIORAL HEALTH, Laconia, New Hampshire 2002 to 2007
One of ten community mental health programs licensed by the Division of Behavioral Health in New Hampshire. \$8 million organization provides comprehensive mental health care.

➤ **Executive Director**

Recruited to this organization to assume management responsibility and implement an aggressive turnaround. Guided management team to drive growth and service quality. Grew revenue by 35%, generating over \$1 million in new margins, in a time of shrinking state funds.

- **Organizational Development:** Directed organizational analysis, strategic planning and company-wide initiatives. Returned organization and balance sheet to fiscal health.
- **Executive Development:** Led a successful management restructuring, stabilizing the executive team. Helped Board of Directors become a stronger, more cohesive group.
- **Community & Government Relations:** Built a bridge to community and government through marketing and education events as well as personal contacts.

WARREN SHEPELL CONSULTANTS, Toronto, Ontario 2000 to 2001
One of Canada's leading behavioral health firms, supporting 1500+ client organizations and generating \$35 million annually. Ranked one of "50 best managed private companies in Canada" by Arthur Andersen and Financial Post.

➤ **Vice President, Operations**

Managed nation-wide counseling operations provided by mental health professionals and para-professionals. Managed a \$19 million budget.

- **Staffing:** Led a national network of over 1100 Doctorate and Master's level professionals, providing service to over 70,000 clients per year
- **Service / Network Management & Expansion:** Directed the management of 28 offices coast to coast, to support new contracts. Played key role in 18% one-year revenue growth and 20% profit margins.
- **Business Development & PR:** Participated in sales efforts, resulting in winning key accounts. Represented company as a media spokesperson.

CHC- WORKING WELL, Mississauga, Ontario 1989 to 2000
One of Canada's largest behavioral health providers. Contracts with 1200+ client organizations, generating \$30 million annually.

- **Vice President, Research & Development** - 1998 to 2000
- **National Director, Client Services** - 1995 to 1998
- **Regional Manager, Client Services** - 1993 to 1995
- **Area Manager, Client Services** - 1991 to 1993
- **Employee Assistance Counselor** - 1989 to 1991

Extensive Board service involvement

Résumé

Peter G. Higbee

Professional Experience

February, 1999 to present

Tri-County CAP, Inc.
Berlin, NH

Deputy Director/Chief Operating Officer, responsible for organizational development, IT, and planning and management support for large (275 employees) human service agency's comprehensive array of programs and projects. Chief Operating Officer since June, 2012.

February, 1996 to January 1999

Tri-County CAP, Inc.
Berlin, NH

Planning & Administrative Coordinator, responsible for planning and management support for comprehensive array of human service programs.

September, 1987 to August, 1996

College for Lifelong Learning, University System of NH (now Granite State College)
Littleton & Berlin, NH offices, various sites

Teaching Faculty, responsible for courses in Early Childhood Education Degree and Certificate programs, including Parent-Staff Relations, Guiding the Behavior of Young Children, Pre-school Child Development, and Foundations of Early Childhood Education.

October, 1986 to February, 1996

Tri-County CAP, Inc. - Head Start
Berlin, NH

Director of Head Start program, responsible for overall operation of comprehensive child and family development program offering center-based and home-based services to 238 families through 10 community-based sites. \$1 million+ budget, 50+ staff.

September, 1980 to October, 1986

Tri-County CAP, Inc. - Head Start
Berlin, NH

Education/Special Needs/Mental Health Coordinator, responsible for planning and supervising implementation of Education, Special Needs and Mental Health services to up to 177 Head Start children and families, through community-based staff.

September, 1977 to September, 1980

Tri-County CAP, Inc. - Head Start
No. Stratford & Littleton, NH

Head Teacher, responsible for classroom of up to 20 3- to 5-year-old Head Start children, including integration of nutrition and health services, parent support and parent involvement. Classes included special needs children.

February, 1975 to August, 1977

Coppermine School
Franconia, NH

Teacher/Parent Participant in the co-operative founding and operation of an alternative, ungraded, parent-run elementary school, including Teaching at the primary level.

Education

State College at Boston
Boston, MA
B.A., English, minor in Psychology, 1982

Education (continued)

Additional coursework includes Psychology courses at Plymouth (NH) State College and Lesley College (Cambridge, MA); Adult and Early Childhood Education courses at Antioch New England Graduate School (Keene, NH); and Management courses at Texas Tech (Dallas, TX) and Management Fellows program at The Anderson Graduate School of Management at UCLA (Los Angeles, CA). Mediation training includes child and family and victim-offender mediation.

Organizations & Memberships

Nov., 2011 to present

City of Berlin, NH **Berlin, NH**

Elected City Council Member, Ward III.

2008 to present

Berlin Industrial Development and Park Authority **Berlin, NH**

Authority Member, appointed by Mayor and Council. Vice-Chair 2010 - present.

1999 to 2009

North Country Health Consortium **Littleton, NH**

*Board Member of organization of Northern NH health and social service providers, including area hospitals, home health agencies, etc. Served on Technology committee, Oral Health Work Group and Executive Committee, including five terms as **Vice-President** of NCHC.*

1998 to present

NH CAP Association – Technology Committee **Statewide, NH**

*Committee Member (currently **Co-Chair**) of statewide technology Committee overseeing development and implementation of a statewide electronic intake, referral, and case management system for the six NH CAPs and the Governor's Office of Energy & Community Services.*

1988 to 1998

Ammonoosuc Community Health Services **Littleton, NH**

*Board Member 1988 - 98, **President**, 1989 - 95. During tenure as president, agency received Corporate Fund Award for Management Excellence; constructed new facility; and merged with rural health care provider to form Community Health Center Network.*

1986 to 1996

New Hampshire Head Start Directors' Association **Statewide, NH**

*Association Member, **President** 1989 to 1994. During tenure state Head Start Programs sought and secured supplemental funding for Head Start from the State of NH through special-legislation. Represented State programs at national level, and provided timely and accurate information exchange between local and national groups.*

1984 to 1998

Region I, (New England) Administration for Children and Families **Boston, MA (Working through consultant contracts managed by 3rd parties)**

Consultant/Program Monitor, participating in reviews of Head Start programs throughout New England, monitoring compliance with federal Performance Standards in the areas of Education, Disabilities, Mental Health and Administration.

Consultant/Member of Race Relation Work Group, researching the status of and making recommendations to improve the quality of interracial relations within the New England Head Start community.

REA I. PFEIFFER

FINANCE EXECUTIVE with more than twenty years of experience in quasi-public agencies, nonprofit, private companies and state organizations. Areas of expertise embrace all facets of finance in addition to strategic planning, risk management, information systems, and purchasing. Exceptional technology skills, improves operational efficiency and financial controls through the use of systems and procedures. Demonstrated leadership skills completing large projects and managing professionals.

PROFESSIONAL EXPERIENCE

Lynn Economic Opportunity Inc.

2011 – Present

Chief Financial Officer for \$17M Community Action Agency providing Head Start, Early Head Start, Daycare, After school, Preschool, Fuel Assistance, Sober Living and Affordable Housing services. Responsible for planning, budgeting, compliance and risk management, rate setting, reporting, auditing and day-to-day operational oversight of financial functions of organization. Management of 6 professional financial staff and directing activities of AR, AP, Payroll, Capital Assets, Revenues and Reporting.

Robert Half Management Consulting Group

2005 - 2010

Provide onsite consulting on a mission specific basis, serving in Interim CFO, and Interim Controller positions performing various troubleshooting and problem-solving functions. Diagnose and enhance cash flow concerns, perform reconciliations, address workflow backlogs, propose and implement systems changes, develop budgets and forecast plans, monitor compliance and assure exemplary audit results. Sample projects include:

- Controller for North East Trees/GreenwayLA/Charles Drew University - Responsibility for financial restructuring for a growing nonprofit organization.
- Overhauled accounting, reporting and management protocols to build administrative and financial infrastructure capacity for expansion and assure full compliance with federal, state and award-specific regulations as well as contract-specific terms & conditions.
- Implemented new budgeting and time reporting systems to monitor contract and program progress and control costs.
- Provided comprehensive and accurate reports to support senior management team decision-making. Oversaw all audit outcomes with federal, state, county, municipal and foundational stakeholders. Provided oversight of HR matters.

LA IMPACT - California Department of Justice

1998 - 2005

Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force

Chief Financial Officer

Bottom line financial responsibility for \$210 Million in seized assets and a \$13 Million annual budget for this countywide, quasi-public agency charged with developing and implementing communication linkages to reduce crime rate. Manage a staff of six professionals and ten FTEs. Complete fiscal oversight of grants and operational revenues for 20 functional investigative groups.

- Designed, implemented and managed six databases that allow sharing of operational and financial information throughout the agencies.
- Chaired Technology Committee that designed programs and provided quantitative tools to evaluate program effectiveness.
- Created and implemented an Intranet website that connects twenty operational groups to facilitate communication and coordination of activities.

- Developed and managed a series of expense management procedures that have decreased operating costs
- Responsible for resolving disputes and issues on unliquidated assets to receive in excess of \$5 Million in revenues that would have been otherwise unrealized.
- Prepared annual budget and monitored actual-to-plan during the course of the year.
- Developed regular and ad hoc reports for senior management team to inform and update on task force activities.
- Prepared financial reporting to all funding agencies on task force activities to meet all state, federal and local regulations, and to ensure cash flow management.
- Implemented policies and protocols for Financial Unit. Building electronic and manual systems of information management to assure that all federal, state and local requirements are met with regard to recordkeeping.

STATE OF MASSACHUSETTS

1980 - 1997

Central Office Account Manager - Department Of Mental Health (1988 to 1997)

Administrative oversight and analysis for area-based, programmatic and administrative agency budget in excess of \$300 Million for inpatient and residential mental health services statewide.

- Analyzed, prepared and presented annual agency spending plans for nine hospitals.
- Ensured ongoing compliance by monitoring agency activities to assure adherence to agency financial plans and goals or to effectuate goal and milestone revisions.
- Prepared ongoing and ad-hoc analyses (i.e., payroll reports, contract utilization studies, staff modeling surveys, etc) to provide information to senior management on budget status and potential resource redeployment options/strategies.
- Provided technical supervision with seven statewide, area-based DMH administrative offices in long term and short term planning, as well as day-to-day tasks.
- Interacted with oversight agencies and constituents with regard to agency budget status and agency goals (i.e., A&F, Ways & Means, EOHHS, etc).

Budget Officer - Department of Public Health (1985 to 1988)

Responsible for technical management of budgeting, contracting, personnel and hiring for the Divisions of Family Health Services with a budget totaling \$85m for the administration of statewide Maternal and Child Health Programs (WIC, Healthy Start, Handicapped Children). Supervised 17 staff members.

- Designed and managed technical processes and protocols in service procurement and tracking utilization.
- Prepared spending plans and internal budgeting documents.
- Managed contracting and hiring procedures including issuance of RFP's and vacancy announcements.
- Oversaw accounts payable and billing functions.
- Directed the implementation of the state's first pilot automated accounting system - replicated statewide.

EDUCATION

Bachelor of Science in Health Management, Northeastern University, 1991
Master of Public Administration, Northeastern University, Coursework completed
Keller School of Management, CPA Certification coursework (Becker courses)
Certified Public Finance Officer - currently testing March through June 2013

Andrea E. M. Gagne

WORK HISTORY

Division Director of Energy, Housing & Community Contact Offices (EHCCO)

November 2013 – Present Tri-County Community Action Programs Berlin, New Hampshire

- Ensures division's operation, budget and personnel management.
- Hire, supervise and manage EHCCO staff, including in-house and itinerant employees.
- Oversee all EHCCO programs' operations, budgets and reporting; coordinate and integrate programs' activities.
- Prepare and submit grants and proposals.
- Develop, prepare and implement program budgets, narratives, outreach plans and work plans, forecasting of revenues vs. expenditures; analysis of budget vs actual income and expenses
- Review and reconcile division financial reports; produce programmatic reimbursement requests to funders within program payment schedules; produce other reports as required
- Interact with program monitors, outside auditors, Federal agency auditors and others in review of program activities, compliance and financial accountability
- Develop new programs and funding streams as appropriate.
- Represent EHCCO and Tri-County CAP at local, state, regional and national meetings as needed.
- Assist with other TCCAP management and supervisory duties as needed.

Executive Director

October 2010 – Present Child Advocacy Center of Coos County Lancaster, New Hampshire

- Provides leadership in developing program, organizational and financial plans with the Board of Directors and other staff to advance the mission of the agency.
- Works with the Board of Directors and recommends operational objectives that support the strategic plan and to maintain a shared vision for the future of the agency.
- Hires, supervises and disciplines staff members and ensures personnel have appropriate training and education.
- Maintains a working knowledge of emerging issues and significant developments in the fields of child abuse investigations, team facilitation, and non-profit and agency administration.
- Maintains official records and documents, and assures compliance with federal, state, and local regulations.
- Manages and conducts ongoing program evaluation including outcome measures and contracts for and oversees annual financial review.
- Identifies grant opportunities, develops proposals, and produces required reports to funding sources.
- Develops relationships and maintains regular communications with funding sources.
- Manages and oversees agency's multidisciplinary team, compliance with training standards and implementation of best practice standards in a well organized, detail oriented, confidential team environment for investigative purposes in conformance with New Hampshire Attorney General Policies and accreditation standards.
- Manages and coordinates community wrap-around services for child-victims and their caregivers.

Education

- | | | |
|-------------------------------------|-------------------------------|-------------------|
| -Master of Public Administration | Norwich University, | VT June, 2011 |
| -BS Criminal Justice Administration | Granite State College, | NH December, 2007 |
| -Certificate of Paralegal Studies | College for Lifelong Learning | NH March, 2004 |

TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.

Serving Coos, Carroll & Grafton Counties

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Website: www.tccap.org • E-mail: admin@tccap.org

Chief Executive Officer: Michael Coughlin

List of Key Administrative Personnel

Title	Name	As of: February, 2014	This Contract	
		Annual Salary	Percentage	Amount
Chief Executive Officer	Michael Coughlin	\$140,000	0.00%	0
Chief Operations Officer	Peter Higbee	\$90,000	0.00%	0
Chief Financial Officer	Rea Pfeiffer	\$83,000	0.00%	0
Energy, Housing, & Community Contact Director	Andrea Gagne	\$50,000	0.00%	0

Weatherization
(603) 752-7105

Administration
(603) 752-7001

AoD
(603) 752-7941



Community
Contact
(603) 752-3248

R.S.V.P.
(603) 752-4103

Energy Programs
(603) 752-7100