



Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate
Commissioner

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5059 1-800-852-3345 Ext. 5059
Fax: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

October 30, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into an Agreement with Families in Transition, 122 Market Street, Manchester, NH 03101, vendor code 157730-B001, to provide services to homeless individuals within the greater Manchester, Concord and surrounding areas in an amount not to exceed \$166,904.00, effective December 1, 2012, or date of Governor and Council approval, whichever is later, through June 30, 2014. Funds are available in the following accounts for State Fiscal Year 2013 and are anticipated to be available in State Fiscal Year 2014 upon availability and continued appropriation of funds in future operating budgets, with authority to adjust amounts if needed and justified between State Fiscal Years.

100% FED

05-95-95-958310-7176 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:COMMISSIONER, DCBCS BHHS, HOUSING – SHELTER PROGRAMS

Fiscal Year	Appropriation	Class/Object	Class Title	
2013	05-95-95-958310-7176	102-500731	Contracts for program services	\$125,172.00

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

Fiscal Year	Appropriation	Class/Object	Class Title	
2014	05-95-42-423010-7927	102-500731	Contracts for program services	\$ 41,732.00
			Total	\$166,904.00

Explanation

The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 allowed for an increase in funding and eligible activities within the Emergency Shelter Grant Program. The program has been renamed the Emergency Solutions Grant. The Department of Housing and Urban Development increased funding to the program to expand eligible services to include focus on preventing homelessness and rapidly re-housing homeless persons. Throughout New Hampshire, there is an ongoing need for housing and services for homeless individual and families. These services include rental assistance, security deposit assistance for rent and/or utilities, utility payments and housing stability case management to assist in accessing and maintaining housing.

The Request for Proposals for the new funding was issued June 8, 2012, and posted on the Department of Health and Human Services' website. It sought proposals for one statewide project and two regional projects to provide the expanded eligible services in compliance with the HEARTH Act regulations. A total of eight (8) proposals were submitted; seven (7) for regional projects and one (1) for a statewide project. Following evaluation criteria of the Request For Proposals, the two highest scoring regional project proposals were selected for funding. The one (1) statewide proposal was also evaluated and selected in accord with the Request for Proposals.

An Evaluation Committee consisting of three (3) Department of Health and Human Services employees and two (2) other Human Services professionals scored the proposals. Families In Transition was one of two regional projects selected for funding having scored 101.70. (Scoring was based on a 110 possible points). Proposals were scored on the following criteria: program compliance with statutes, rules and contract provisions; soundness, or practicality, of program approach; staff experience and credentials; Continuum of Care and Local Service Delivery Area coordination; collaboration and demonstration of effective access and capacity to link participants to mainstream resources; target population and activities meet Emergency Solutions Grant focus; plan to ensure accurate and timely utilization of the Homeless Management Information System; program demonstrates an understanding of, and plan to achieve, established performance measures and outcomes; applicant clearly describes the sources to be used as match including the specific dollar amount, specific source and proposed use of match dollars; detailed budget and identified leveraged resources can support the capacity of the ESG program proposed; demonstrated need for project in community/region; and demonstrated success in operating a similar projects providing homelessness prevention and rapid re-housing services. The bid summary including the names and qualifications of the Evaluation Committee is attached.

Should Governor and Executive Council determine not to approve this request, thirty-five (35) individuals and families may not receive needed essential services leading to ongoing homelessness or becoming homeless. The awarded agency may have one agency position unfunded. Additionally, the Department of Housing and Urban Development would recapture the funds awarded and place future grant agreements with Bureau of Homeless and Housing Services at risk as we proposed this project in our amendment to the consolidated plan.

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

1. Quarterly compliance reviews are performed, including data collection related to administrative and contractual rules;
2. Statistical reports are submitted on a semiannual basis from all funded providers, including various demographic information and income and expense reports including match dollar; and
3. All providers funded for homeless prevention and rapid re-housing services will be required to maintain timely and accurate data entry on the New Hampshire Homeless Management Information System (NH-HMIS), unless they are required by law to use an alternate data collection. NH-HMIS will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts.

Area served: The greater Manchester, Concord and surrounding areas

Source of funds: 100% Federal Funds.

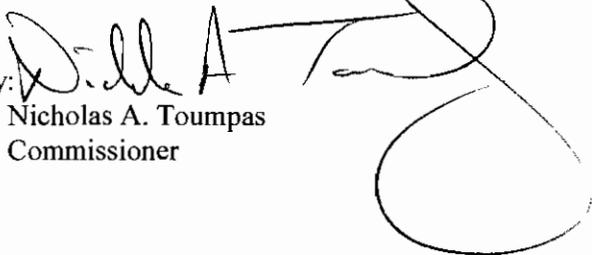
His Excellency, Governor John H. Lynch
and the Honorable Executive Council
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In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by: 
Nicholas A. Toumpas
Commissioner

**Bureau of Homeless & Housing Services 2011/2012 ESG Bid Summary
(REGIONAL SERVICES)**

RANKED AGENCY	OVERALL SCORE	AMOUNT AWARDED	REVIEW TEAM(S)
1 Harbor Homes, Inc	105%	\$166,904.00	Team B
2 Families in Transition	101.70%	\$166,904.00	Team B
3 The Way Home	100%	0.00	Team A
4 Crossroads House	94%	0.00	Team B
5 Chase House	87.50%	0.00	Team A
6 Tri County CAP	87%	0.00	Team A
7 BMCAP	81.30%	0.00	Team B

* A possible score of 100 points plus ten bonus points were used to rank the proposals

Team A
Maggie Fogarty, Econ Justice Project Coordinator Merican Friends Service Committee 4 Park St. #209 Concord, NH 03301
Chip Maltais, Coordinator Adult Forensic Service NH DHHS Bureau of Behavioral Health 105 Pleasant St Concord, NH 03301

Team B
Sharon Drake, Executive Director Serenity Place 101 Manchester St. Manchester, NH 03101
LuAnn Speikers, Environmental Lead Specialist Healthy Homes and Lead Poisoning Prevention Program NH DHHS Bureau of Public Health Protection Services 29 Hazen Drive Concord, NH 03301
Tracey Tarr, Supervisor VII NH DHHS Bureau of Elderly and Adult Services 129 Pleasant St. Concord, NH 03301

* (STATEWIDE SERVICES)

AGENCY	SCORE	AWARD AMOUNT
RANKED	91	\$231,436.00

1 Southwestern Community Services - Single STATEWIDE proposal received

**Families in Transition
122 Market Street
Manchester, NH 03101
603-641-9441**

Geographical Areas Served by FIT – Emergency Solutions Grants Program

Persons served will be primarily located in Manchester, Concord or their surrounding towns.

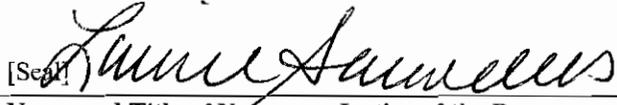
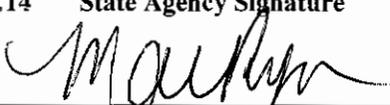
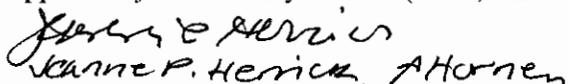
Subject: Emergency Solutions Grant

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		1.2 State Agency Address 105 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Families in Transition		1.4 Contractor Address 122 Market Street Manchester, NH 03101	
1.5 Contractor Phone Number (603) 641-9441	1.6 Account Number 05-95-95-958310-71760000- 102-500731	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$166,904.00
1.9 Contracting Officer for State Agency Maureen U. Ryan, Bureau Administrator		1.10 State Agency Telephone Number (603) 271-5043	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Maureen Beauregard, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>9/5/12</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]		LAURIE SAUNDERS Notary Public - New Hampshire My Commission Expires October 8, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace Laurie Saunders, Bookkeeper, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen U. Ryan, Bureau Administrator	
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:  James P. Herick, Attorney On: <u>26 Sept. 2012</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.

NH Department of Health and Human Services

EXHIBIT A

SCOPE OF SERVICES

This Agreement consists of the following documents: EXHIBITS A, B, C, C1, D, E, F, G, H, I and J, which are all incorporated herein by reference as if fully set forth herein.

I. Services

- A. Based on the continued receipt/availability of federal funds from the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grants (ESG) 2012, the Contractor shall provide a housing assistance program that shall serve 35 or more homeless individuals and families and/or individuals and families at risk of homelessness.
- B. The goal of this program is to facilitate the movement of homeless or at risk individuals or families to stable housing and maximum self-sufficiency.
- C. To be eligible for contract services, individuals must be homeless or at risk of homelessness as defined in HUD CFR parts 91 and 576 Docket No. FR-5471-1-01 regulations.
- D. The Contractor must obtain and retain appropriate documentation as set forth by HUD in 24 CFR Subpart F, 576.500 (a thru l).
- E. The Contractor shall provide these services according to HUD ESG regulations as outlined in HUD's Docket No. FR-5471-1-01, and other directives and policies set forth by HUD.
- F. Each program participant shall have a household assessment using the universal assessment tool developed by the Bureau of Homeless and Housing Services (BHHS) to assess the overall stability of the household and assist in developing goals in the individual service plan, as appropriate.

II. Program Reporting Requirements

- A. The Contractor shall submit the following reports:
 1. Annual Performance Report: Within thirty (30) days after the end of the contracted operating year, an Annual Performance Report (APR) shall be submitted to the BHHS that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed, outcomes and measurement types. The APR shall be in the form required or specified by the State.
 2. Quarterly Progress Reports: Quarterly progress reports shall include the number of participating individuals assisted during the quarter, the number of individuals who exited the project during the quarter, the number who attained stable housing, the status of Project Activities performed, the outcome measurements and the amount of funds expended as well as the balance of funds remaining. Changes, if any, which need to be made in the Project or Project Activities, should be identified in the quarterly reports. Quarterly reports shall be submitted to the BHHS no later than ten (10) days after the conclusion of the quarter.
 3. Other Reports as requested by the State as well as other reports required by HUD.

Contractor Initials MB
Date 9/5/12

- B. 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>.
- C. Failure to submit the above reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements, or the reallocation of funds.
- D. The Contractor agrees to assign sufficient staff to ensure the quality of data and efficient maintenance of data.
- E. The Contractor agrees to provide timely data collection and analysis, and reporting of data elements as requested by the BHHS through NH-HMIS or a comparable, BHHS approved, client-level database.

III. Contract Administration

- A. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the Contractor of the need to attend such meetings ten (10) working days in advance of each meeting.
- B. The Bureau Administrator of BHHS, or designee, may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with Contractor performance.
- C. The Contractor shall inform BHHS of any staffing changes within thirty (30) calendar days.
- D. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- E. Changes to the contract services that do not affect its scope, duration or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

IV. Rapid Re-Housing and Homeless Prevention Assistance

- A. Based on the continued receipt/availability of federal funds, the Contractor shall utilize \$166,904.00 from the HUD ESG for contract services:
 - 1. \$105,000.00 shall be utilized for medium-term [up to six (6) months] rental assistance and rental arrears [in a one time payment of up to three (3) months]. Total months of rental arrears and medium-term rental assistance not to exceed six months. Housing costs associated with housing search and placement are as defined in 24 CFR 576.103 and 576.104.
 - 2. \$50,009.00 shall be utilized for Housing Relocation and Stabilization Services:
 - (a) Eligible financial costs include payments to housing owners and/or other third parties for rental application fees, security deposits, utility deposits, utility payments and arrears, and moving costs such as truck rental and/or temporary storage fees.
 - (b) The resident's name must be on the lease for all ESG funded rental assistance. The lease term must be for one (1) year.

Contractor Initials mb
Date 9/5/12

3. \$11,895.00 be utilized for NH-HMIS data collection and evaluation.

(a) Eligible data collection and evaluation costs include the lease or purchase of computer equipment, costs associated with data collection and entry, and staffing associated with operating HMIS.

(b) The Contractor shall have any and all staff charged in full or part to this contract complete weekly timesheets and note upon it the percentage charged to this contract.

Contractor Initials MB
Date 9/5/12

NH Department of Health and Human Services

EXHIBIT B

PAYMENT METHOD

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments under 24 CFR parts 91 and 576 (Docket No. FR-5474-1-01) as follows:

NH General Fund: Not applicable
Federal Funds: 100%
CDFA #: 14.231
Federal Agency: U.S. Department of Housing and Urban Development
Program Title: Emergency Solutions Grants Program
Amount: \$166,904.00

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 financial, housing relocation and stabilization, and data collection and evaluation utilizing funds provided through the HUD ESG, in an amount not to exceed Paragraph 1.8. of the General Provisions of this Agreement.

2. REPORTS

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

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one (1) copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

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

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with HUD Docket No. FR-5474-1-01, as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations

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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 fund the Contractor for financial, housing search and stabilization, and data collection and evaluation utilizing funds provided through the HUD ESG, Docket No. FR-5474-1-01, in an amount not to exceed Paragraph 1.8 of the General Provisions of this Agreement. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Quarterly 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 expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55 and/or Docket No. FR-5474-1-01 should the Contractor fail to utilize funds timely. The funds authorized to be expended under this Agreement shall be used only for financial, housing relocation and stabilization, and data collection and evaluation, costs or reimbursement for expenditures for financial, housing relocation and stabilization, and data collection and evaluation costs, provided by the Contractor for the project period and operating year(s) of the ESG as approved by HUD and in accordance with the ESG Regulations, created under Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments and published at HUD Docket No. FR-5474-1-01.

4. USE OF GRANT FUNDS

- 4.1. The State agrees to provide payment for actual costs up to \$166,904.00 as defined by HUD under the provisions of HUD Docket No. FR-5474-1-01 and applicable regulations.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements and principles specified in OMB Circular A-110.

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5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

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

5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

6. ESG RAPID TRANSITION TO HOUSING AND HOMELESS PREVENTION

6.1. The Contractor shall follow all guidelines set forth by HUD in the Federal Release of rules and regulations described in 24 CFR Parts 91 and 576; Docket No. FR-5474-1-01.

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NH Department of Health and Human Services

EXHIBIT C

SPECIAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

2. Add the following to Paragraph 5.:

5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the HUD Docket No. FR 5474-1-01, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement.

5.6. Funds obligated under this Contract may be decreased in accordance with this Contract and Docket No. FR-5474-1-01.

3. Replace Paragraph 6.1. with the following:

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, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.

4. Add the following to Paragraph 6.:

6.4. The Contractor certifies as follows:

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- 6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the ESG regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;
- 6.4.2. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin that may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
- 6.4.3. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of HUD;
- 6.4.4. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
- 6.4.5. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
- 6.4.6. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).

5. Add the following to Paragraph 7.:

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

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

6. Add the following to Paragraph 9.:

9.4. Between the effective date and a date five (5) years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination,

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duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

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

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

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

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

9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.

7. 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.

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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.

8. Add the following as Paragraph 24.:

24.1. DEVELOPMENT

24.1.1. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.

24.2. OPERATION

24.2.1. The Contractor agrees that it will facilitate the provision of necessary services to the participants of the Project.

24.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.

24.2.3. The Contractor shall operate the Project as an ESG with grant funds provided pursuant to this Contract.

24.2.4. In the event the Project is not operated as an ESG, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.

24.2.5. The Contractor shall conduct housing inspections as required by HUD and described in Appendix C, Docket No. FR-5474-1-01.

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24.3. ESG CONVENANTS

- 24.3.1. Any structure used for ESG projects may not be owned or leased by the Contractor pursuant to Docket No. FR-5474-1-01.
- 24.3.2. The covenant required in Paragraph 24.3.1 above must state that the owner is in no way a successor, assign, heir, grantee, lessee, or relative of the Contractor.
- 24.3.3 The Contractor shall ensure that the assisted unit is leased in the name of the participant household for all assisted households under this contract.

24.4. OTHER PROGRAM REQUIREMENTS

If rental assistance is provided with grant funds, the Contractor shall ensure the following provisions:

- 24.4.1. rental assistance will be provided exclusively for housing homeless individuals and families or individuals and families at risk of homelessness;
- 24.4.2. rental assistance payments will not exceed the actual rental costs, which must be in compliance with HUD's standard of rent reasonableness for the duration of the contract;
- 24.4.3. rental assistance will not exceed actual rental costs accrued over a period of six (6) months for any one participant household;
- 24.4.4. the Contractor will ensure that rental assistance payments will not be made on behalf of participant households for the same period of time and for the same costs types that are being provided through another federal, state or local housing subsidy program; and
- 24.4.5. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44.

24.5. ADDITIONAL PROGRAM REQUIREMENTS

- 24.5.1. The Contractor will conduct an assessment of each applicant household using the ESG universal assessment tool provided by the BHHS and keep a copy of each assessment on file for a minimum of five (5) years after the termination of the contract.
- 24.5.2 The Contractor will ensure that all staff assigned to administer ESG related assistance will have read HUD's Docket No. FR-5474-1-01 prior to administering ESG assistance and will keep a copy of FR-5474-1-01 on file at all times during the administration of the ESG.

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24.6. REPORTING REQUIREMENTS

- 24.6.1. The Contractor shall meet the minimum HUD ESG reporting requirements as indicated in the HUD's Docket No. FR-5474-1-01.
- 24.6.2. The Contractor shall facilitate data collection and reporting through the use of NH-HMIS or a comparable, BHHS approved, client-level database.
- 24.6.3. The Contractor will comply, upon request by the BHHS and/or HUD, to participate in a research and evaluation of ESG's.

24.7. OUTCOME MEASUREMENTS/GOALS OF ESG

The Contractor shall strive to accomplish the goals set forth in the BHHS Request for Proposals for the ESG Program as follows. Failure to do so will result in program review, and potential work process corrective action plan.

- 24.7.1. 80% of program participant households will gain housing stability within forty-five (45) days of program entry;
- 24.7.2. 70% of program participant households will achieve housing stability for six (6) months following the end of rental assistance with aid of continued case management;
- 24.7.3. 50% of program participant households will increase their income (employment, cash benefits, or other income) at program exit, demonstrating sufficient income to maintain housing.
- 24.7.4. 70% of program participant households will experience housing stability as evidenced by no subsequent episode of homelessness.

9. Renumber Paragraph 24. to 25.

Contractor Initials mb
Date 9/5/12

NH Department of Health and Human Services

EXHIBIT C1

ADDITIONAL SPECIAL PROVISIONS

1) Retroactive Payments – Individual Services

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

2) Retroactive Payments – Contractor Services

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

3) Gratuities or Kickbacks

The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement 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.

4) Audit Requirement

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

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

5) Credits

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

Contractor Initials nd
Date 9/5/12

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

122 Market Street, Manchester, NH 03101

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

Families in Transition From: 11/1/2012 To: 6/30/2014
(Contractor Name) (Period Covered by this Certification)

Maureen Beauregard, President
(Name & Title of Authorized Contractor Representative)

Maureen Beauregard 9/5/12
(Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

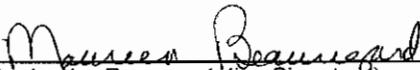
Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care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

Contract Period: 11/1/2012 through 6/30/2014

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

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

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


(Contractor Representative Signature)

Maureen Beauregard, President
(Authorized Contractor Representative Name & Title)

Families in Transition
(Contractor Name)

September 5, 2012
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Initials: AD

Date: 9/5/12

LOWER TIER COVERED TRANSACTIONS

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

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

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

Maureen Beauregard _____ Maureen Beauregard, President
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Families in Transition _____ September 5, 2012
(Contractor Name) (Date)

Contractor Initials: MB

Date: 9/5/12

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Maureen Beauregard (Contractor Representative Signature) Maureen Beauregard, President (Authorized Contractor Representative Name & Title)

Families in Transition (Contractor Name) September 5, 2012 (Date)

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

Department of Health and Human Services
The State Agency Name

Families in Transition
Name of the Contractor

Maureen U. Ryan
Signature of Authorized Representative

Maureen Beauregard
Signature of Authorized Representative

Maureen U. Ryan
Name of Authorized Representative

~~Maureen Beauregard~~
Name of Authorized Representative

Bureau Administrator
Title of Authorized Representative

President
Title of Authorized Representative

9/5/12
Date

September 5, 2012
Date

STANDARD EXHIBIT J

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

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

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

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

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

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

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

Maureen Beauregard Maureen Beauregard, President

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Families in Transition September 5, 2012

(Contractor Name) (Date)

Contractor initials: MB
Date: 9/5/12

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 825360399

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:

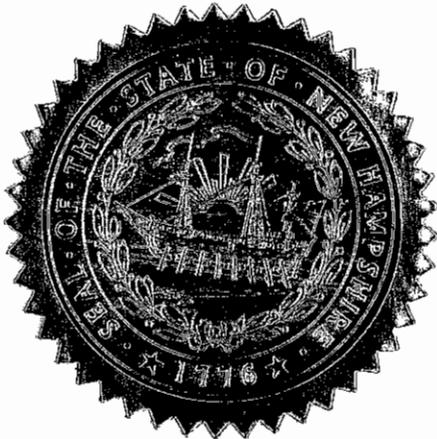
Name: _____ Amount: _____

Contractor initials: MB
Date: 9/5/12

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES IN TRANSITION is a New Hampshire nonprofit corporation formed May 13, 1994. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2012

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Susan Grodman, do hereby certify that:

1. I am the duly elected Clerk of Families in Transition
Name of Corporation
(hereinafter the "Corporation").

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation held on September 5, 2012.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Human Services, Bureau of Homeless and Housing Services, concerning the following matter: Emergency Solutions Grants program funds.

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of September 5, 2012.

Maureen Beauregard is duly elected (Executive Director) (~~President~~) (~~Vice President~~) (~~Treasurer~~) of the Corporation.

(Seal)
(Corporation)


Signature of Board Secretary

State of New Hampshire

County of Hillsborough

The foregoing instrument was acknowledged before me this 5 day of September, 2012

by Susan Grodman
Name of Board Secretary

(Seal)
(Notary Public)


Name: Laurie Saunders
Title: Notary Public/Justice of the Peace
Commission Expires:

Laurie Saunders
Notary Public - New Hampshire
My Commission Expires October 8, 2013

CERTIFICATE OF LIABILITY INSURANCE

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: Davis Towle Morrill & Everett, 115 Airport Road, P O Box 1260, Concord, NH 03302-1260. CONTACT NAME: Davis Towle Morrill & Everett, PHONE (A/C, No, Ext): 603 225-6611, FAX (A/C, No): 603-225-7935. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Insurance Co., INSURER B: Wesco Insurance Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR VWD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (PHPK809869), A AUTOMOBILE LIABILITY (PHPK809869), A UMBRELLA LIAB (PHUB368827), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (WWC3031519).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
** Workers Comp Information: Included states - NH

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: State of New Hampshire, Department of Health and Human Services, Bureau of Homeless and Housing, ATTN: Anne Pocock, 105 Pleasant St, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

Peter C. Brankman and Company, P.C.

Certified Public Accountant
10 Fayette Street
Concord, New Hampshire 03301
www.brankmancpa.com

TEL: (603) 225-7616 FAX: (603) 228-4702

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Families in Transition, Inc.
Manchester, New Hampshire

We have audited the accompanying consolidated statement of financial position of Families in Transition, Inc. (a New Hampshire nonprofit corporation) and subsidiaries as of December 31, 2011, and the related statements of activities, functional expenses and cash flows for the year then ended. These consolidated financial statements are the responsibility of Families in Transition, Inc.'s management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We did not audit the financial statements of the Limited Partnership other entities, which statements reflect total assets of \$23,852,996, net assets of \$5,096,354 (after minority interest), and operating revenue of \$3,076,685 as of December 31, 2011, and for the year then ended. Those statements were audited by other auditors whose reports have been furnished to us, and in our opinion, insofar as it related to the amounts included for the Limited Partnerships, is based solely on the report of the other auditors. The prior year summarized financial information has been derived from the Families in Transition, Inc.'s 2010 financial statements and, in our report dated March 23, 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 the 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 consolidated financial statements referred to above present fairly, in all material respects, the financial position of Families in Transition, Inc. and subsidiaries as of December 31, 2011, 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.

Our audit was made for the purpose of forming an opinion on the basic financial statements as a whole. The schedules on pages 19-23 are presented for purposes of additional analysis and are not a required part of the above 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 statement taken as a whole.

INDEPENDENT AUDITORS' REPORT

(Page 2)

In accordance with Government Auditing Standards, we have also issued our report dated March 20, 2012, on our consideration of Families in Transition, Inc.'s internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grants. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be read in conjunction with this report in considering the results of our audit.

Our audit was performed for the purpose of forming an opinion on the basic financial statements of Families in Transition, 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, Audits 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.

P. C. Brankman and Company, P.C.

Concord, New Hampshire
March 20, 2012

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2011 AND 2010

ASSETS

	2011	2010
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,350,421	\$ 1,137,547
Accounts receivable	205,427	26,273
Grants receivable	124,213	139,547
Prepaid expenses	60,881	52,861
Reserve cash designated for properties	966,212	664,884
Other assets	22,493	25,953
TOTAL CURRENT ASSETS	2,729,647	2,047,065
NON CURRENT ASSETS		
Investments	28,629	2,861
Land, buildings and equipment - net	24,525,593	20,995,691
Other assets - financing fees	186,159	98,818
TOTAL NON CURRENT ASSETS	24,740,381	21,097,370
TOTAL ASSETS	\$27,470,028	\$ 23,144,435

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long-term debt	\$ 100,872	\$ 66,216
Accounts payable	148,504	99,214
Accrued expenses	175,164	113,404
Funds held as fiscal agent	74,626	
Deferred revenue	5,876	5,578
Security deposits	26,344	19,652
TOTAL CURRENT LIABILITIES	531,386	304,064
NONCURRENT LIABILITIES		
Minority interest	7,311,817	7,657,271
Long-term debt, less current portion	9,899,481	7,530,378
TOTAL LIABILITIES	17,742,684	15,491,713
NET ASSETS		
Unrestricted		
Invested in property and equipment	2,101,755	1,456,296
Invested in related entities - loans	2,231,156	2,172,760
Undesignated	4,866,845	3,641,603
Temporarily restricted	527,588	382,063
TOTAL NET ASSETS	9,727,344	7,652,722
TOTAL LIABILITIES AND NET ASSETS	\$27,470,028	\$ 23,144,435

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2011

(With summarized financial information for the year ended December 31, 2010)

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>2011 TOTAL</u>	<u>2010 TOTAL</u>
REVENUE AND SUPPORT				
Federal, state and other grant support	\$ 2,858,273	\$ 743,343	\$ 3,601,616	\$2,351,574
Rental income	1,609,835		1,609,835	1,591,525
Thrift store sales	594,651		594,651	519,717
Public support	157,774		157,774	119,118
Tax credit contributions	188,100		188,100	-
Special events	119,821		119,821	130,667
Property management fees	424,756		424,756	415,931
Developer fees	443,700		443,700	129,300
VISTA program revenue	70,503		70,503	6,822
Unrealized (loss) gain on investments	(342)		(342)	156
Realized (loss) on disposal of assets	(2,912)		(2,912)	(6,565)
Interest income	1,993		1,993	2,519
In kind donations	29,693		29,693	9,805
Other income	14,756		14,756	47,001
Net assets released from restrictions	597,818	(597,818)		
TOTAL REVENUE AND SUPPORT	<u>7,108,419</u>	<u>145,525</u>	<u>7,253,944</u>	<u>5,317,570</u>
EXPENSES				
Program expenses	4,581,040		4,581,040	4,286,387
Fund-raising	272,390		272,390	295,461
Management and General	669,442		669,442	707,406
TOTAL EXPENSES	<u>5,522,872</u>		<u>5,522,872</u>	<u>5,289,254</u>
INCREASE (DECREASE) IN NET ASSETS				
BEFORE MINORITY INTERESTS	<u>1,585,547</u>	<u>145,525</u>	<u>1,731,072</u>	<u>28,316</u>
Add back losses attributed to				
Minority interests	343,550		343,550	349,524
INCREASE IN NET ASSETS	<u>1,929,097</u>	<u>145,525</u>	<u>2,074,622</u>	<u>377,840</u>
NET ASSETS - BEGINNING OF YEAR	<u>7,270,659</u>	<u>382,063</u>	<u>7,652,722</u>	<u>7,274,882</u>
NET ASSETS - END OF YEAR	<u>\$ 9,199,756</u>	<u>\$ 527,588</u>	<u>\$ 9,727,344</u>	<u>\$ 7,652,722</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010

CASH FLOWS FROM OPERATING ACTIVITIES	<u>2011</u>	<u>2010</u>
Change in net assets	\$ 1,731,072	\$ 75,116
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	717,809	634,303
(Increase) decrease decrease in accounts receivable	(178,916)	16,542
Decrease in grants receivable	15,334	9,349
(Increase) in prepaid expenses	(8,020)	(32,440)
Decrease (increase) in other assets	3,460	(5,014)
Forgiveness of debt	(65,634)	
Neighborhood Stabilization Grant-Belmont	(1,408,320)	
Increase (decrease) in accounts payable	49,052	(44,645)
Increase in accrued expenses	61,759	5,050
Increase in deferred revenue	298	878
Unrealized loss (gain) on investments	342	(156)
Loss on asset disposal	2,912	6,565
Increase (decrease) in security deposits	6,692	(2,427)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>927,840</u>	<u>663,121</u>
 CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of investment		
Cash purchases of property and equipment	(2,719,553)	(1,252,414)
NET CASH (USED BY) INVESTING ACTIVITIES	<u>(2,719,553)</u>	<u>(1,252,414)</u>
 CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from borrowing	2,685,049	999,716
Payments on debt	(379,134)	(97,513)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>2,305,915</u>	<u>902,203</u>
 INCREASE IN CASH	 514,202	 312,910
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>1,802,431</u>	<u>1,489,521</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 2,316,633</u>	<u>\$ 1,802,431</u>
 SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash payments for interest	<u>\$ 130,441</u>	<u>\$ 128,449</u>

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

Families in Transition
122 Market Street
Manchester, NH 03101
Tel. 603-641-9441
Fax. 603-641-1244



Mission

To provide safe and affordable housing and comprehensive social services to individuals and families who are homeless or who are at risk of becoming homeless, enabling them to gain self-sufficiency and respect.

Board of Directors

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Board member since 2010

As of June 2012

Families in Transition

Key Personnel

Name	Job Title	Salary	% Paid from This Contract	Amount Paid from This Contract
Maureen Beauregard	President	\$125,000.00	0%	\$ 0.00
Stephanie Allain Savard	Vice President	\$ 93,800.00	0%	\$ 0.00
Catey Iacuzzi	Asst. Dir. of Clinical Svcs.	\$ 51,600.00	20%	\$10,320.00
TBD	Treatment Coordinator	\$ 39,600.00	80%	\$31,680.00

**Project Budget
NH Emergency Solution Grant
2012-2013**

Revenue:

FIT - Fundraising	\$	116,214
ESG Funds	\$	166,904
Total Revenue:	\$	283,118

Expenses:

Housing Relocation & Stabilization Services	\$	11,867
Services	\$	38,142
Medium Term Rental Assistance	\$	105,000
Data Collection & Evaluation	\$	11,895
Total	\$	166,904

Total SHP Request	\$	166,904
Total Cash Match	\$	116,214
Total Budget	\$	283,118