

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES

**BUREAU OF HOMELESS AND HOUSING SERVICES**

Nicholas A. Toumpas  
Commissioner

Mary Ann Cooney  
Associate  
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5059 1-800-852-3345 Ext. 5059

Fax: 603-271-5189 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 7, 2012

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

**Requested Action**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into an Agreement with Southwestern Community Services, PO Box 603, Keene, New Hampshire 03431, vendor code 177511-R001, to provide services to homeless individuals throughout the State of New Hampshire in an amount not to exceed \$231,764.00, effective December 15, 2012, or date of Governor and Council approval, whichever is later, through July 31, 2014. Funds are available in the following accounts for State Fiscal Year 2013 and are anticipated to be available in State Fiscal Years 2014 and 2015 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	\$133,000.00

**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	\$ 97,764.00
2015	05-95-42-423010-7927	102-500731	Contracts for program services	<u>\$ 1,000.00</u>
			Total	\$231,764.00

**Explanation**

The Homeless Emergency Assistance and Rapid Transition to Housing 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 preventing homelessness and rapidly re-housing homeless persons. Throughout New Hampshire, there is an ongoing need for housing and services for homeless individuals 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 Homeless Emergency Assistance and Rapid Transition to Housing 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 scored in accord with the criteria of the Request for Proposals.

Southwestern Community Services was the one proposal received for administering statewide services, and was selected for funding having scored 91 out of a possible 100 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 Emergency Solutions Grant program proposed; demonstrated need for project in community/region; and demonstrated success in operating 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, fifty-five (55) 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: Statewide throughout New Hampshire

Source of funds: 100% Federal Funds.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
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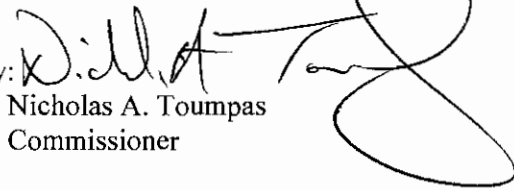
In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner



# Southwestern Community Services

Over 40 years of people helping people in Cheshire and Sullivan counties

## List of Geographic Areas to Be Served

State of New Hampshire

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63 Community Way / PO Box 603  
Keene, NH 03431  
(603) 352-7512 or (800) 529-0005  
Fax: (603) 352-3618



TTY-NH: (800) 735-2964

96-102 Main Street / PO Box 1338  
Claremont, NH 03743  
(603)-542-9528  
Fax: (603) 542-3140

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

<b>RANKED AGENCY</b>	<b>OVERALL SCORE</b>	<b>AMOUNT AWARDED</b>	<b>REVIEW TEAM(S)</b>
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

<b>Team A</b>
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

<b>Team B</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)

<b>AGENCY</b>	<b>SCORE</b>	<b>AWARD AMOUNT</b>
<b>RANKED</b>	<b>91</b>	<b>\$231,764.00</b>

**1 Southwestern Community Services - Single STATEWIDE proposal received**

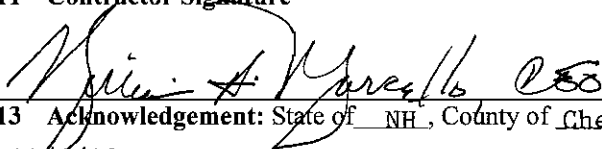

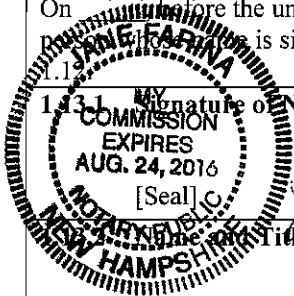
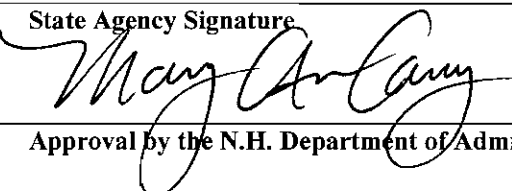
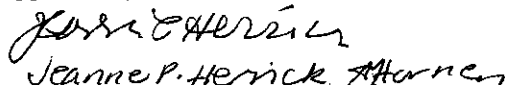
Subject: Emergency Solutions Grant

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 105 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Southwestern Community Services, Inc.		<b>1.4 Contractor Address</b> PO Box 603 Keene, NH 03431-0603	
<b>1.5 Contractor Phone Number</b> (603) 352-7512	<b>1.6 Account Number</b> 05-95-95-958310-71760000- 102-500731	<b>1.7 Completion Date</b> July 31, 2014	<b>1.8 Price Limitation</b> \$231,764.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-5043	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> William A. Marcello, Chief Executive Officer	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Cheshire</u> On <u>11/11/12</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person identified in block 1.12, who is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> 		<b>1.13.2 Title of Notary or Justice of the Peace</b>	
			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Mary Ann Cooney, Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  <u>Jeanne P. Herrick, Attorney</u> On: <u>10 Dec. 2012</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials:   
Date: 11-1-12

## 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 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) 2011 (II), the Contractor shall provide a housing assistance program that shall serve up to 50 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

Date

11-1-12

- 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

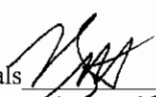
- A. The Contractor shall have appropriate levels of Contractor and subcontractor staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the Contractor of the need to attend such meetings ten (10) working days in advance of each meeting.
- B. The Bureau 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. Contractor and subcontractor 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 \$231,764.00 from the HUD ESG for contract services:
  - 1. \$141,000.00 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. \$90,764.00 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

Date

  
4-1-12

## 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 and 14.235  
Federal Agency: U.S. Department of Housing and Urban Development  
Program Title: Emergency Solutions Grants Program  
Amount: \$231,764.00

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 assistance and housing relocation and stabilization, 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 and all of its subcontractors 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

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with the rules, regulations and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.

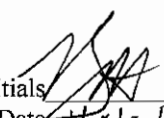
- 3.2. Payment of Project Costs: Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for financial assistance, housing search and stabilization, and emergency shelter operations, utilizing funds provided through the Emergency Stewart B. McKinney Homeless Act and 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 including all costs to the Contractor and subcontractors shall be submitted on a monthly basis by 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 detailed financial expense information with all payment requests on a monthly basis.
- 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 assistance and housing relocation and stabilization, costs or reimbursement for expenditures for financial assistance and housing relocation and stabilization, 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 and 24 CFR 576.55.

#### 4. USE OF GRANT FUNDS

- 4.1. The State agrees to provide payment for actual costs up to \$231,764.00 as defined by HUD under the provisions of HUD Docket No. FR-5474-1-01 and applicable regulations at 24 CFR 576.55 and 24 CFR Part 84.
- 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 and all of its subcontractors.
- 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. The requirements of 24 CFR 576.51 (b)(2)(v) concerning the funding of emergency shelter in hotels or motels or commercial facilities providing transient housing.

5.7. The requirements of 24 CFR Subsection 576.73 concerning the continued use of buildings for which emergency shelter grant funds are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services, concerning the population to be served.

5.8. The building standards requirement of 24 CFR Subsection 576.75.

5.9. The requirements of 24 CFR Subsection 576.77, concerning Assistance to the homeless.

5.10. 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:

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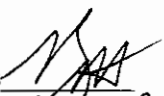
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- 6.1. In connection with the performance of the Services, the Contractor and its subcontractors shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which impose any obligation or duty upon 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:
- 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 and its subcontractors shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
- 6.4.5. that the Contractor and its subcontractors 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 and its subcontractors 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

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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, 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

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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.

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.

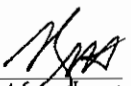
8. Add the following as Paragraph 24.:

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.

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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.

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.

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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, and will require the same of all subcontractors.

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.

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.

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Date

  
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## NH Department of Health and Human Services

## EXHIBIT C1

ADDITIONAL SPECIAL PROVISIONS1) 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, Office of Human Services, Bureau of Homeless and Housing Services, with funds provided in part or in whole by HUD."

Contractor Initials

Date 11-1-12

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)

63 Community Way, Keene, NH 03431

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

Southwestern Community Services, Inc.

From: 12/15/2012 To: 7/31/2014

(Contractor Name)


(Period Covered by this Certification)

William A. Marcello, Chief Executive Officer

(Name & Title of Authorized Contractor Representative)

  
(Contractor Representative Signature)

11/01/12  
(Date)

Contractor Initials:   
Date: 11/01/12

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

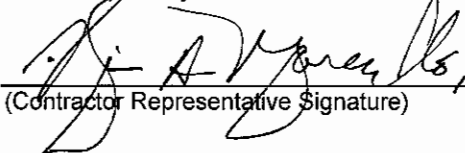
Programs (indicate applicable program covered):  
 \*Temporary Assistance to Needy Families under Title IV-A  
 \*Child Support Enforcement Program under Title IV-D  
 \*Social Services Block Grant Program under Title XX  
 \*Medicaid Program under Title XIX  
 \*Community Services Block Grant under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

Contract Period: 12/15/2012 through 7/31/2014

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-1.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

  
 (Contractor Representative Signature)

William A. Marcello, Chief Executive Officer  
 (Authorized Contractor Representative Name & Title)

Southwestern Community Services, Inc.  
 (Contractor Name)

11/01/12  
 (Date)



**NH Department of Health and Human Services**

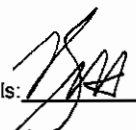
**STANDARD EXHIBIT F**

**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.

Contractor Initials:   
Date: 11-1-12

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).

**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.

  
\_\_\_\_\_  
(Contractor Representative Signature)

William A. Marcello, Chief Executive Officer  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

Southwestern Community Services, Inc.  
\_\_\_\_\_  
(Contractor Name)

11/01/12  
\_\_\_\_\_  
(Date)

Contractor Initials:   
Date: 11/01/12


NH Department of Health and Human Services

STANDARD EXHIBIT G

**CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

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

 William A. Marcello, Chief Executive Officer  
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Southwestern Community Services, Inc. 11/01/12  
(Contractor Name) (Date)

**NH Department of Health and Human Services**

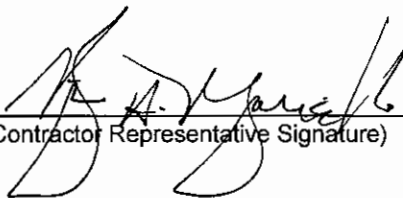
**STANDARD EXHIBIT H**

**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.

  
(Contractor Representative Signature)

William A. Marcello, Chief Executive Officer  
(Authorized Contractor Representative Name & Title)

Southwestern Community Services, Inc.  
(Contractor Name)

11/01/12  
(Date)

Contractor Initials:   
Date: 11/01/12

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.

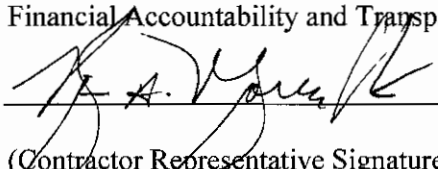
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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.

 \_\_\_\_\_ William A. Marcello, Chief Executive Officer

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

Southwestern Community Services, Inc. 11/01/12

(Contractor Name) (Date)

Contractor initials:   
Date: 11/01/12

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: 081251381

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

x NO YES

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

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

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

NO YES

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

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

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

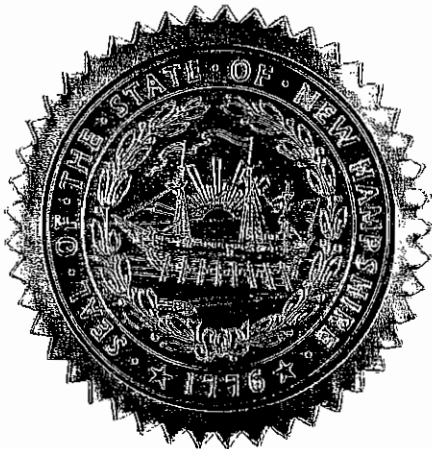
Name: Amount:
Name: Amount:
Name: Amount:
Name: Amount:
Name: Amount:

Contractor initials: Date: 11/01/12

# 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 SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire nonprofit corporation formed May 19, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6<sup>th</sup> 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, Elaine M. Amer, do hereby certify that:

1. I am the duly elected Clerk of Southwestern Community Services, Inc. Board of Directors  
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 April 27, 2012, 20 12.

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

RESOLVED: That the <sup>(Chief Executive Officer)</sup>~~(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 November 1, 2012.

William A. Marcello \_\_\_\_\_ is duly elected (<sup>Chief</sup> Executive Officer) ~~Director~~ (~~President~~) (~~Vice President~~) (~~Treasurer~~) of the Corporation.

(Seal)  
(Corporation)

Elaine M. Amer  
Signature of Board Secretary

State of New Hampshire

County of Cheshire

The foregoing instrument was acknowledged before me this 1st day of NOV, 2012

by Elaine M. Amer  
Name of Board Secretary

(Seal)  
(Notary Public)



Jane Farina  
Name:  
Title: Notary Public/Justice of the Peace  
Commission Expires:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/7/2012

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 a certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> 603-352-2121 <b>FAX (A/C, No):</b> 603-357-8491 <b>E-MAIL ADDRESS:</b> csr24@clark-mortenson.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> SOUTHWESTERNCOM Southwestern Comm Services Inc PO Box 603 Keene NH 03431	<b>INSURER A:</b> Philadelphia Insurance Company
	<b>INSURER B:</b> Maine Employer Mutual Insurance Co.
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**                      **CERTIFICATE NUMBER:** 1366731391                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			560284	6/30/2012	6/30/2013	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$2000000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			560284	6/30/2012	6/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			567176	6/30/2012	6/30/2013	EACH OCCURRENCE \$1000000 AGGREGATE \$1000000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3102800768	4/1/2012	4/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500000 E.L. DISEASE - EA EMPLOYEE \$500000 E.L. DISEASE - POLICY LIMIT \$500000
A	Professional Liability			560284	6/30/2012	6/30/2013	\$1,000,000 per occurrence \$2,000,000 general aggregate

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

Workers Compensation Statutory coverage provided for State of NH  
All Executive Officers are included in the Workers Compensation coverage

### CERTIFICATE HOLDER

State of NH Bureau of Homeless & Housing Services  
105 Pleasant Street  
Concord NH 03301

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*James H. Paul*

# Ron L. Beaulieu & Company

## CERTIFIED PUBLIC ACCOUNTANTS

[www.rlbc.com](http://www.rlbc.com)  
[accting@rlbc.com](mailto:accting@rlbc.com)

41 Bates Street  
Portland, Maine 04103

Tel: (207) 775-1717  
Fax: (207) 775-7103

### INDEPENDENT AUDITORS' REPORT

June 20, 2012

To the Board of Directors of  
Southwestern Community Services, Inc.  
Keene, New Hampshire

We have audited the accompanying combined statements of financial position of Southwestern Community Services, Inc., as of May 31, 2011 and 2010, and the related combined statements of activities, functional expenses, and cash flows for the years then ended. These combined financial statements are the responsibility of Southwestern Community Services, Inc.'s management. Our responsibility is to express an opinion on these combined financial statements based on our audits.

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

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. as of May 31, 2011 and 2010, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated June 20, 2012, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

*Ron L. Beaulieu & Co.*

Certified Public Accountants

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**COMBINED STATEMENTS OF FINANCIAL POSITION**  
**MAY 31,**

	<u>2011</u>	<u>2010</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 122,596	\$ 86,057
Accounts receivable (net)	1,879,509	2,017,522
Contracts receivable (net)	-	29,787
Prepaid rent	1,705	600
Total current assets	<u>2,003,810</u>	<u>2,133,966</u>
<b>FIXED ASSETS</b>		
Real estate	8,460,141	8,445,412
Vehicles and equipment	992,324	828,636
Furniture and fixtures	149,798	149,798
Total fixed assets	<u>9,602,263</u>	<u>9,423,846</u>
Less - accumulated depreciation	<u>(2,081,030)</u>	<u>(1,740,425)</u>
Net fixed assets	<u>7,521,233</u>	<u>7,683,421</u>
<b>OTHER ASSETS</b>		
Notes receivable, less current portion (net)	174,019	174,196
Investments	100,500	242,500
Due from related limited partnerships	661,578	664,703
Cash escrow funds	125,375	137,239
Other assets	729	89,535
Total other assets	<u>1,062,201</u>	<u>1,308,173</u>
<b>TOTAL ASSETS</b>	<u>\$ 10,587,244</u>	<u>\$ 11,125,560</u>
<b>CURRENT LIABILITIES</b>		
Accounts payable	616,626	1,017,679
Contracts payable	-	260,121
Accrued expenses	351,931	356,578
Other current liabilities	8,592	8,586
Deferred revenue	761,965	797,703
Line of credit	249,953	249,934
Note payable	-	117,000
Current portion of long-term debt	197,725	201,163
Total current liabilities	<u>2,186,792</u>	<u>3,008,764</u>
<b>LONG-TERM DEBT, less current portion</b>	<u>5,302,013</u>	<u>5,433,904</u>
<b>TOTAL LIABILITIES</b>	<u>7,488,805</u>	<u>8,442,668</u>
<b>NET ASSETS</b>		
Unrestricted	<u>3,098,439</u>	<u>2,682,892</u>
<b>TOTAL NET ASSETS</b>	<u>3,098,439</u>	<u>2,682,892</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 10,587,244</u>	<u>\$ 11,125,560</u>

See accompanying independent auditors' report and notes to financial statements.

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**COMBINED STATEMENTS OF ACTIVITIES**  
**YEARS ENDED MAY 31,**

	<u>2011</u>	<u>2010</u>
<b>REVENUES:</b>		
Grants and contracts	\$ 10,498,721	\$ 13,524,369
Program service fees	2,399,468	2,168,716
Rental income	670,405	527,461
Developer income	568,024	365,353
Contributions	473,434	209,436
Interest income	191	1,117
Miscellaneous	482,483	241,095
In-kind contributions	487,812	478,625
<b>TOTAL REVENUES</b>	<u>15,580,538</u>	<u>17,516,172</u>
<b>EXPENSES:</b>		
Program services:		
Home energy programs	5,069,553	7,471,691
Education and nutrition	2,397,493	2,735,557
Special needs	783,970	1,051,988
Family services	-	44,327
Housing and homeless services	4,435,755	2,244,985
Economic development services	496,633	260,291
Other real estate	-	4,031
Other programs	615,374	2,420,440
Total program services	<u>13,798,778</u>	<u>16,233,310</u>
Support services:		
Management and general	1,830,831	1,430,700
Total support services	<u>1,830,831</u>	<u>1,430,700</u>
<b>TOTAL EXPENSES</b>	<u>15,629,609</u>	<u>17,664,010</u>
<b>NON-OPERATING REVENUES AND EXPENSES</b>		
Gain on disposal of fixed assets	122,118	-
Gain on sale of investments	342,500	-
<b>TOTAL NON-OPERATING REVENUES AND EXPENSES</b>	<u>464,618</u>	<u>-</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	415,547	(147,838)
<b>NET ASSETS - JUNE 1</b>	<u>2,682,892</u>	<u>2,830,730</u>
<b>NET ASSETS - MAY 31</b>	<u>\$ 3,098,439</u>	<u>\$ 2,682,892</u>

See accompanying independent auditors' report and notes to financial statements.

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**COMBINED STATEMENTS OF CASH FLOWS**  
**YEARS ENDED MAY 31,**

	<b>2011</b>	<b>2010</b>
<b>OPERATING ACTIVITIES</b>		
Change in net assets	\$ 415,547	\$ (147,838)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	339,519	342,094
(Gain) / loss on sale of fixed assets	(122,118)	-
(Gain) / loss on sale of investments	(342,500)	-
Change in operating assets and liabilities:		
(Increase) decrease in accounts receivable	138,013	(506,542)
(Increase) decrease in contracts receivable	29,787	9,043
(Increase) decrease in prepaid rent	(1,105)	-
(Increase) decrease in due from related limited partnerships	3,125	(86,338)
(Increase) decrease in escrow funds	11,864	(19,141)
(Increase) decrease in other assets	88,806	(88,568)
Increase (decrease) in accounts payable	(401,053)	332,389
Increase (decrease) in contracts payable	(260,121)	94,228
Increase (decrease) in accrued expenses	(4,647)	213,225
Increase (decrease) in security deposits	6	3,985
Increase (decrease) in deferred revenue	(35,738)	147,463
Increase (decrease) in line of credit	20	-
<b>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>	<b>(140,595)</b>	<b>294,000</b>
<b>INVESTING ACTIVITIES</b>		
Purchase of fixed assets	(252,841)	(226,866)
Proceeds from sale of fixed assets	540,128	-
(Increase) decrease in notes receivable	177	3,065
Proceeds from sale of investments	142,000	-
<b>NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES</b>	<b>429,464</b>	<b>(223,801)</b>
<b>FINANCING ACTIVITIES</b>		
Proceeds from long-term debt	86,254	667,613
Payments on long-term debt	(221,584)	(809,735)
Payments on note payable	(117,000)	-
<b>NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES</b>	<b>(252,330)</b>	<b>(142,122)</b>
<b>INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	<b>36,539</b>	<b>(71,923)</b>
<b>CASH AND CASH EQUIVALENTS - JUNE 1</b>	<b>86,057</b>	<b>157,980</b>
<b>CASH AND CASH EQUIVALENTS - MAY 31</b>	<b>\$ 122,596</b>	<b>\$ 86,057</b>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for:		
Interest	<b>\$ 297,899</b>	<b>\$ 82,553</b>

See accompanying independent auditors' report and notes to financial statements.

# **Mission Statement**

## **Southwestern Community Services**

**SCS strives to empower low income people and families. With dignity and respect, SCS will provide direct assistance, reduce stressors and advocate for such persons and families as they lift themselves toward self-sufficiency.**

**In partnership and close collaboration with local communities, SCS will provide leadership and support to develop resources, programs and services to further aid this population.**



Southwestern Community Services, Inc. Board of Directors - 2012 -

Elaine Amer/*Clerk/Treasurer*

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Dave Edkins

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David Hill

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[REDACTED]  
[REDACTED]  
[REDACTED]

Leroy Austin

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[REDACTED]  
[REDACTED] 239-4951 x112 (W)  
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Beth Fox

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[efox@ci.keene.nh.us](mailto:efox@ci.keene.nh.us)

Mary Lou Huffling

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Anne Beattie

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Raymond Gagnon

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Peter (Sturdy) Thomas

[REDACTED]  
[REDACTED]  
[REDACTED] 563-8034 (W)  
[REDACTED]

Scott Croteau/*Vice Chairperson*

[REDACTED]  
[REDACTED]  
355-1652 (W)  
[REDACTED]

Cheryl Gallien/*Asst Clerk/Treasurer*

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Senator Robert Odell

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Penny Despres

[REDACTED]  
[REDACTED]  
[REDACTED]  
n/a

Louis Gendron

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Cathy Paradis

[REDACTED]  
[REDACTED]  
[REDACTED]  
[cparadis@claremont.k12.nh.us](mailto:cparadis@claremont.k12.nh.us)

Vacant

*(Policy Council Rep to the Board)*

Vacant

*Private Sector/Sullivan County*

Kevin Watterson/*Chairperson*

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Southwestern Community Services, Inc. BOARD OF DIRECTORS AND ITS COMPOSITION -2012-

CHESHIRE COUNTY

SULLIVAN COUNTY

CONSTITUENT  
SECTOR

**Cheryl Gallien**, *Asst Clerk/Treasurer*  
Affordable Housing Program  
Program Representative

**David Hill**  
Sullivan County Housing  
Coalition Representative

**Elaine Amer**, *Clerk/Treasurer*  
Homeless Continuum *and*  
SCS Board Representative  
to Head Start Shared Governance

**Vacant**  
Head Start Policy Council  
Representative to SCS Board

**Penny Despres**  
New Hope New Horizons  
Program Representative

**Cathy Paradise**  
Director Family School Connections  
Childcare Resource & Referral Program

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PRIVATE SECTOR

**Mary Lou Huffling**  
Fall Mountain Emergency Food Shelf/  
Alstead Friendly Meals

**Vacant**

**Scott Croteau**, *Vice Chairperson*  
Banking Finance Community

**Lou Gendron**  
President, Congress of Claremont  
Senior Citizens

**Kevin Watterson**, *Chairperson*  
Vice President,  
g. housen and co. inc.

**Anne Beattie**  
ServiceLink Representative

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PUBLIC SECTOR

**Leroy Austin**  
Town of Winchester  
Building Inspector

**David Edkins**  
Administrator,  
Planning & Zoning  
Town of Charlestown

**Elizabeth Fox**  
Finance Director  
City of Keene

**Raymond Gagnon**  
NH House of Representatives

**Peter (Sturdy) Thomas**  
Selectperson  
Town of Dublin

**Senator Robert Odell**  
Senate District 8

Southwestern Community Services, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from This Contract	Amount Paid from This Contract
William Marcello	Chief Executive Officer	\$117,353.00	0.00%	\$0.00
John Manning	Chief Fiscal Officer	\$107,016.00	0.00%	\$0.00

**4. Budget Form**

Attached is the budget form for the Homelessness Prevention and/or Rapid Re-Housing Program

<b>1</b>	<b>[A] Budget Requirements</b>	<b>[B] Direct Incremental Cost</b>	<b>[C] Indirect Fixed Cost</b>	<b>[D] Funding Request This Program: (Columns B + C)</b>	<b>[E] Matching Funds*</b>
<b>2</b>	<b>Housing Relocation and Stabilization Services:</b>				
<b>3</b>	<b>Financial Assistance:</b>				
4	Rental Application Fees	3,500.		3,500.	
5	Moving Cost				
6	Security Deposits				28,000.
7	Last Month's Rent				
8	Utility Deposits	4,500.		4,500.	4,500.
9	Utility Payments	2,500.		2,500.	2,489.
<b>10</b>	<b>Financial Assistance Sub- Total (sum of rows 4-9):</b>	<b>10,500.</b>		<b>10,500.</b>	<b>34,989.</b>
<b>11</b>					
<b>12</b>	<b>Services:</b>				
13	Case Management: Housing Search and Placement & Housing Stabilization	55,433.		55,433.	80,264.
14	Credit Repair				
15	Legal Services				
16	Other eligible services (specify)				
<b>17</b>	<b>Services Subtotal (sum of rows 13-16):</b>	<b>55,433.</b>		<b>55,433.</b>	<b>80,264.</b>
<b>18</b>					
<b>19</b>	<b>Medium Term Rental Assistance:</b>	<b>141,000.</b>		<b>141,000.</b>	<b>56,700.</b>
<b>20</b>	<b>Rental Assistance Sub-Total (row 19):</b>	<b>141,000.</b>		<b>141,000.</b>	<b>56,700.</b>
<b>21</b>	<b>DATA</b>				
22	Data Collection and Evaluation:				
23	Data Collection/ Analysis/Staff				24,000.
<b>24</b>	<b>DC&amp;E Sub-Total (sum of rows 22-23):</b>				<b>24,000.</b>
<b>25</b>					
<b>26</b>	<b>Other (specific description required):</b>				
27	Program/Fiscal Monitoring				35,811.
28	Indirect (12%)		24,831.	24,831.	
<b>29</b>	<b>Other Sub-Total (sum of rows 27-28):</b>				
<b>30</b>	<b>Total Program Budget (Add rows 10+17+20+24+29):</b>	<b>206,933.</b>	<b>24,831.</b>	<b>231,764.</b>	<b>231,764.</b>

\*The total of Column E row 30 must be at least equal to the total in Column D row 30.