



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: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 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 Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health, 111 Church Street, Laconia, NH 03246, vendor code 154480-B001, to provide services to homeless individuals in an amount not to exceed \$36,605.00. This amount represents an award effective February 1, 2013, or date of Governor and Council approval, whichever is later, through January 31, 2014. Funds are available in the following accounts for State Fiscal Year 2013 and are anticipated to be available in State Fiscal Year 2014 upon availability and continued appropriation of funds in future operating budgets, with authority to adjust amounts if needed and justified between State Fiscal Years.

100% FED

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

Fiscal Year	Appropriation	Class/Object	Class Title	
2013	05-95-95-958310-7176	102-500731	Contracts for program services	\$21,350.00

**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	<u>\$15,255.00</u>
			Total	\$36,605.00

Explanation

This agreement provides funds from the U. S. Department of Housing and Urban Development Supportive Housing Demonstration, Permanent Housing for the Handicapped Homeless program. The Department of Housing and Urban Development requires a Continuum of Care process for communities seeking these funds. A Continuum is a coordinated planning approach to setting priorities for the housing and service needs of homeless people within a specific area. The Continuum includes broad participation of community stakeholders. Through this process, New Hampshire submits an annual application in response to the Department of Housing and Urban Development's Notice of Funding Availability. Once the Notice is announced, the Bureau of Homeless and Housing Services notifies all participants in the Continuum to submit project applications. The Department of Housing and Urban Development scores the application and awards funding based on their criteria. The Bureau of Homeless and Housing Services receives notification from the Department of Housing and Urban

Development several months later regarding the awards. The Bureau of Homeless and Housing Services shall be requesting authority to contract with other providers who have also been selected during this competitive process.

In 1994, with input from providers throughout the country, the Department of Housing and Urban Development developed the Continuum concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum serves three main purposes: (1) a strategic planning process for addressing homelessness in the community; (2) a process to engage broad-based, community-wide involvement in addressing homelessness on a year-round basis; and (3) an opportunity to submit an application to the Department of Housing and Urban Development for resources targeting housing and support services for homeless individuals and families. Although the Continuum is not mandated by law, in order to obtain Department of Housing and Urban Development housing and support services resources, communities must conduct a Continuum process and submit a Continuum application to the Department of Housing and Urban Development. This application is the Notice of Funding Availability, which is described in detail above.

Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health is one of thirteen New Hampshire agencies receiving a competitive award. Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health's award is \$36,605.00. The funds shall be used to pay for operations of Summer Street Residence, 13 Summer Street, Laconia, NH 03246. Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health will provide permanent housing for seven (7) or more individuals at this facility. A comprehensive supportive services network will be provided to meet their unmet housing needs and to promote the ability of participants to live more independently. Performance is monitored through the required submission of quarterly and annual progress reports regarding the performance of the program and the individuals it serves, as well as ongoing data reporting on the Homeless Management Information System.

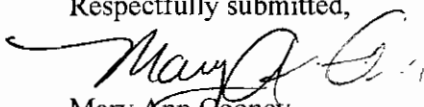
This funding supports the Genesis Summer Street Permanent Housing Program, which provides permanent housing for seven or more individuals. Should Governor and Executive Council determine not to approve this request, the project may not be able to continue to operate, causing seven individuals to become homeless. Also, one full-time staff person and one half-time staff person at this private, non-profit agency may become unemployed.

Area served: Belknap and Grafton Counties.

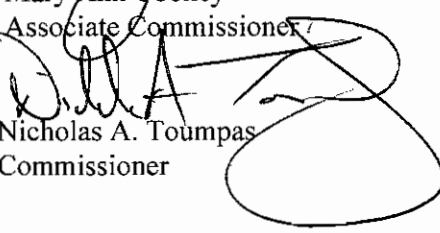
Source of funds: 100% federal funds.

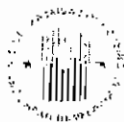
In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

December 20, 2011

Ms. Maureen Ryan
Bureau Administrator
State of New Hampshire
105 Pleasant Street
Concord, NH 03301

Dear Ms. Ryan:

Congratulations! I am delighted to inform you that the homeless assistance application(s) submitted by your organization in the 2011 McKinney-Vento homeless assistance competition was selected for funding in the amount of \$2,485,829. Enclosed is a list that contains the name of the individual projects and the project number for each conditionally selected application.

The Continuum of Care (CoC) Homeless Assistance Program is an important part of HUD's mission. CoCs all over the country continue to improve the lives of homeless men, women and children through their local planning efforts and through the direct housing and service programs funded in this year's competition. The programs and CoCs funded through the CoC Homeless Assistance Program continue to illustrate their value by improving accountability and performance every year. I commend you on the outstanding work of your program, and encourage you to continue to strive for excellence in the fight against homelessness.

Congratulations again on your conditional award. You will be receiving a letter from your local HUD field office providing more information about finalizing your award. We are counting on you to use these important resources in a timely and effective manner.

Sincerely,

Mercedes Márquez
Assistant Secretary

Enclosure(s)

Rec'd
2/3/12

Enclosure

NH0013B1T001104
McGrath Street Permanent Housing
\$ 99,632

NH0020B1T001104
Springbrook Condominium Project
\$ 14,154

NH0057C1T001102
SCS Shelter Plus Care
\$ 245,328

NH0053B1T001101
Concord Community Leasing Program
\$ 94,500

NH0004B1T001104
Bow/Glen Housing Program
\$ 68,092

NH0015B1T001104
Next Steps Transitional Housing Program
\$ 88,497

NH0008B1T001104
Franklin Falls Farm
\$ 116,524

NH0014B1T001104
CLM PH I
\$ 236,866

NH0003B1T001104
Beaver Lake Lodge
\$ 247,279

NH0022B1T001104
Tideview Condos: Permanent Housing for Persons with Disabilities
\$ 42,097

NH0011B1T001104
Homeless Management Information System - Balance of State
\$ 79,047

NH0019B1T001104
SCS Permanent Housing Project
\$ 80,640

NH0023B1T011104
Homeless Management Information System - Manchester
\$ 52,838

NH0021B1T001104
Sullivan County Transitional Housing Program
\$ 112,951

NH0012B1T001104
Homeless Outreach Intervention Prevention Program
\$ 357,354

NH0005C1T001104
CLM Shelter Plus Care
\$ 272,100

NH0026B1T011104
Permanent Housing Program VI (FIT)
\$ 72,590

NH0002B1T001103
Genesis Behavioral Health-Summer Street Project
\$ 37,496

NH0007B1T001104
Families in Transition Permanent Housing Program - Concord
\$ 71,766

NH0006B1T001104
Families in Transition Concord Community Permanent Housing Program
\$ 96,078

Total Awarded: **\$2,485,829**

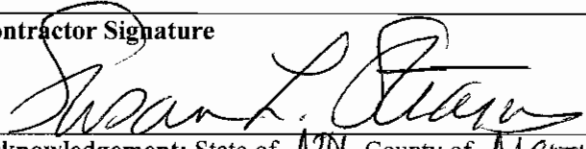
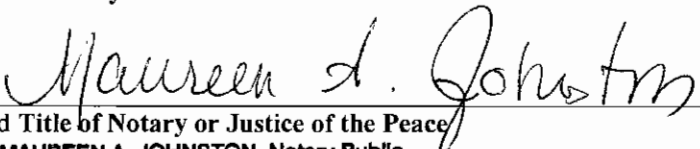
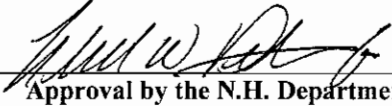
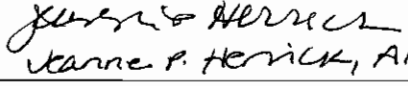
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PERMANENT HOUSING FOR THE HANDICAPPED HOMELESS

PROVIDER	Amount
Center for Life Management (Beaver Lake Lodge)	\$241,391.00
Center for Life Management (PH I)	231,226.00
Community Partners	41,095.00
Community Services Council of NH	113,750.00
Families in Transition (Concord)	70,057.00
Families in Transition (Concord Community)	93,865.00
Families in Transition (Concord Community Leasing)	92,250.00
Families in Transition (Concord Community Leasing II)	184,038.00
Families in Transition (PH VI)	70,862.00
Genesis Behavioral Health (McGrath Street)	97,260.00
Genesis Behavioral Health (Summer Street)	36,605.00
Harbor Homes, Inc.	192,112.00
Seacoast Mental Health Center	13,817.00
Southwestern Community Services, Inc.	188,813.00
Southwestern Community Services, Inc.	<u>78,720.00</u>
Total	\$1,745,861.00

Subject: Perm. Hsg.**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 105 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health		1.4 Contractor Address 111 Church Street Laconia, NH 03246	
1.5 Contractor Phone Number (603) 524-1100	1.6 Account Number 05-95-95-958310-71760000- 102-500731	1.7 Completion Date January 31, 2014	1.8 Price Limitation \$36,605.00
1.9 Contracting Officer for State Agency Maureen U. Ryan, Bureau Administrator		1.10 State Agency Telephone Number (603) 271-5043	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Susan L. Stearns, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>11/14/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace MAUREEN A. JOHNSTON, Notary Public My Commission Expires August 19, 2014			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>13 Dec. 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

NH Department of Health and Human Services

EXHIBIT A

SCOPE OF SERVICES

This agreement consists of the following documents: EXHIBITS A, B, C, C1, D, E, F, G, H 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) Supportive Housing Program, the Contractor shall provide a permanent housing program that shall serve seven or more homeless individuals with disabilities.
- B. The goal of this program is to facilitate the movement of homeless individuals to permanent housing and maximum self-sufficiency.
- C. To be eligible for contract services, individuals must be homeless as defined in HUD regulations. The Contractor must obtain and retain appropriate documentation.
- D. The Contractor shall provide these services according to HUD regulations as outlined in Public Law 102-550, the SHP Desk Guide, and other written HUD policies and directives.
- E. Each program participant shall have an employment assessment and employment goals included in the individual service plan, as appropriate.

II. Program Reporting Requirements

- A. The Contractor shall submit the following reports:
 1. Quarterly Progress Reports: Quarterly progress reports shall include the number of participating individuals at the end of the quarter, the number of vacancies at the end of the quarter, the number of individuals who have left the project during the quarter, the number of new individuals who entered the project during the quarter, the status of Project Activities performed, the outlook for completion of the remaining Project Activities prior to the completion Date, and the changes, if any, which need to be made in the Project or Project Activities. Quarterly reports shall be submitted to the Bureau of Homeless and Housing Services (BHHS). Quarterly reports are due no later than thirty (30) days after the conclusion of the quarter.
 2. Annual Progress Report: Within thirty (30) days after the Completion Date, an Annual Progress 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. The Annual Progress Report shall be in the form required or specified by the State.
 3. Other Reports as requested by the State.
- B. All programs under this contract are required to be licensed to provide client level data into New Hampshire Homeless Management Information System (NH-HMIS). Minimum data elements required by HUD, including entry/exit dates, must be entered within 14 days of an individual's entry into the program.
- 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 until such reports are received or data entries are confirmed by the BHHS.

III. Contract Administration

- A. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.

Contractor Initials JS
Date 11/14/12

- 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.
- D. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom 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. Financial

- A. Based on the continued receipt/availability of federal funds, the Contractor shall utilize \$36,605.00 from the HUD Supportive Housing Program, for contract services.
 - 1. \$35,714.00 shall be utilized for operating expenses.
 - (a) Eligible operating costs include maintenance and repairs (maintenance staff, cleaning supplies, cleaning equipment, contracted services), operations staff (salaries of staff not delivering services), utilities/fuel, equipment, supplies, insurance (property, car health benefits for operational staff), food for participants, and furnishings.
 - (b) Ineligible costs include mortgage payments, rent, recruitment costs, staff training, depreciation, and costs associated with the organization as a whole rather than the supportive housing project.
 - (c) Contract funds may be used to pay for up to seventy-five percent of the actual operating costs.
 - 2. \$891.00 shall be utilized for administrative costs. Administrative costs include costs associated with the accounting for the use of contract funds, preparing required reports, and obtaining program audits.
- B. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies.
 - 1. Match requirements are to be cash and documented with each payment request.
 - 2. Match requirements cannot be met through in-kind donations of goods and services.
- C. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section IV, Item A. The Contractor must have written approval from the State prior to billing for any other expenses.
- D. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 583.315). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- E. The contractor shall have any staff charged in full or part to this contract or counted as match complete weekly or bi-weekly timesheets.

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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 the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: Not applicable

Federal Funds:

CFDA #: 14.235
Federal Agency: U.S. Department of Housing & Urban Development
Program Title: Supportive Housing Program
Amount: \$36,605.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program, 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 copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

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

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.
- 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 operations, supportive services and administration utilizing funds provided through the U.S. Department of Housing and Urban

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Development Supportive Housing Project, Permanent Housing for the Handicapped Homeless (Public Law 102-550) in an amount not to exceed Paragraph 1.8 of the General Provisions of this Agreement. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

- 3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Quarterly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture pursuant to 24 CFR Subsection 576.55. The funds authorized to be expended under this Agreement shall be used only for operations, supportive services and administration or reimbursement for expenditures for operations, supportive services and administration, provided by the Contractor for the project period and operating years of the Supportive Housing Program as approved by HUD and in accordance with the Supportive Housing Program Regulations, published at 24 CFR Part 583.

4. USE OF GRANT FUNDS.

- 4.1. The State agrees to provide payment for actual costs up to \$36,605.00 as defined by HUD under the provisions of P.L. 102-550 and applicable regulations.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

- 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

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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 Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.

- 5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).

3. Add the following to Paragraph 6.1:

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

4. Add the following to Paragraph 6.:

- 6.4. The Contractor certifies as follows:

- 6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;

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- 6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;
- 6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;
- 6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:
 - 6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district; immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
 - 6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;
 - 6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such as species; and
 - 6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;
- 6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
- 6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;
- 6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
- 6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
- 6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).

5. Add the following to Paragraph 7.:

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- 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
 - 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
6. Add the following to Paragraph 8.:
- 8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.
 - 8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.
 - 8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.
 - 8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.
 - 8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.
 - 8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.
 - 8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.
7. Add the following to Paragraph 9.:
- 9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication,

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

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

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

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

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

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

8. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

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10.3 The Contractor shall fully cooperate with State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

9. Add the following to Paragraph 14:

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

10. Add the following to Paragraph 20:

20.1. DEVELOPMENT

20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.

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

20.2. OPERATION

20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.

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

20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.

20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.

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- 20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.
- 20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.
- 20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.
- 20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.

20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS

- 20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.
- 20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.
- 20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or, for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.

20.4. OTHER PROGRAM REQUIREMENTS

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

- 20.4.1. the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion, and
- 20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation, and

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- 20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and
- 20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and
- 20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and
- 20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and
- 20.4.7. the Contractor shall keep any records and make any reports that the State may require. Estimates for the cost of acquisition and/or rehabilitation or moderate rehabilitation of the Project shall be supported by documentation on file and maintained for at least three years of operation with funding under this program.

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NH Department of Health and Human Services

EXHIBIT C1

ADDITIONAL SPECIAL PROVISIONS

1) Retroactive Payments – Individual Services

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

2) Retroactive Payments – Contractor Services

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

3) Audit Requirement

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

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

4) Credits

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

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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)

13 Summer Street, Laconia, NH 03246

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

Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral
Health

From: 2/1/2013 To: 1/31/2014
(Contractor Name) (Period Covered by this Certification)

EUGENE FRIEDMAN, C.F.O.
(Name & Title of Authorized Contractor Representative)

Eugene Friedman
(Contractor Representative Signature)

11/14/2012
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: 2/1/2013 through 1/31/2014

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

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

Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health

(Contractor Representative Signature)



(Contractor Name)

EUGENE FRIEDMAN, CFO.
(Authorized Contractor Representative Name & Title)

(Date)

11/14/2012

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: SLB

Date: 11/14/12

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

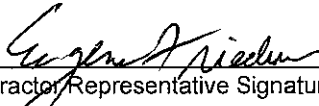
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (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)	 _____ (Authorized Contractor Representative Name & Title)
Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health _____ (Contractor Name)	11/14/12 _____ (Date)

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.

 Eugene Friedman C.F.O.
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
11/14/2012
(Contractor Name) (Date)

NH Department of Health and Human Services

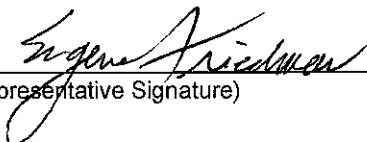
STANDARD EXHIBIT H

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.

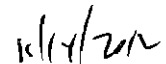
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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)	(Authorized Contractor Representative Name & Title)

Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health

(Contractor Name)



(Date)

STANDARD EXHIBIT J

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

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

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

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

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

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

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

 _____ (Contractor Representative Signature)	EUGENE FRIEDMAN, CFO _____ (Authorized Contractor Representative Name & Title)
Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	11/14/12 ✓

(Contractor Name)

(Date)

 Contractor initials: SLS
 Date: 11/14/12

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:

101410652

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

☒ NO

☐ YES

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

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

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

☐ NO

☐ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: SLS

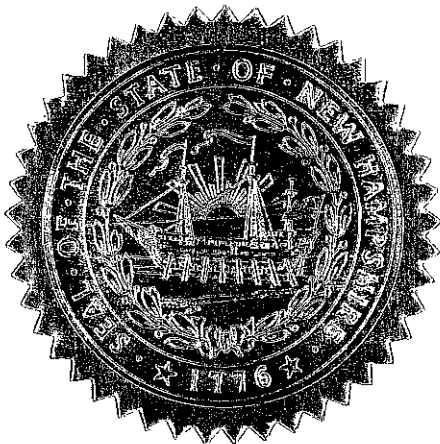
Date: 11/14/12

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 THE LAKES REGION MENTAL HEALTH CENTER, INC is a New Hampshire nonprofit corporation formed July 14, 1969. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Cinde Warmington, do hereby certify that:

1. I am the duly elected Secretary of The Lakes Region Mental Health Center, Inc.
DBA Genesis Behavioral Health
2. The following are true copies of two resolutions duly adopted by electronic vote of the Board of Directors of the Corporation November~~th~~ 2012.

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: Stewart B. McKinney Permanent Housing for the Handicapped Homeless funds.

RESOLVED: That the President 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 there to as she may deem necessary and desirable or appropriate..

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of November~~th~~ 2012
4. Susan Stearns is the duly elected President of the Corporation.

(Seal)
(Corporation)

Cinde Warmington
(Signature of Board Secretary)

State of New Hampshire

County of ~~Bellnap~~ Merrimack

The foregoing instrument was acknowledged before me this 14th day of November, 2012.

By Cinde Warmington
Name of Board Secretary

Maureen A. Johnston
Name:
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

MAUREEN A. JOHNSTON, Notary Public
My Commission Expires August 19, 2014
Commission Expires:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2012

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

PRODUCER USI Insurance Svcs of NE, Inc. PO Box 6360 Manchester, NH 03108-6360 603 625-1100	CONTACT NAME:	
	PHONE (A/C, No, Ext): 603 625-1100	FAX (A/C, No):
INSURED Lakes Region Mental Health Center, Inc. dba Genesis Behavioral Health 111 Church Street Laconia, NH 03246	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ace American Insurance Company	NAIC # 22667
	INSURER B: AIM Mutual Insurance Company	33758
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC		SVRD37803601002	06/26/2012	06/26/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		CALH08618574	06/26/2012	06/26/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10000		XOOG2551654002	06/26/2012	06/26/2013	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☒ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		ECC4000245012012	05/28/2012	05/28/2013	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional		OGLG2551662A	06/26/2012	06/26/2013	\$5,000,000 Ea. occur. \$7,000,000 Aggregate

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

This certificate covers all operations usual and customary to the Insured's business.

CERTIFICATE HOLDER

CANCELLATION

The State of New Hampshire
Dept. of Health & Human Services;
Bureau of Homeless & Housing
ATTN: Anne Pocock; 105 Pleasant St.
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

E. Andrew Z...

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health and Affiliate

We have audited the accompanying consolidating statement of financial position of Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health (a nonprofit organization) and its affiliate Mid State Mental Health Foundation, Inc. as of June 30, 2011, and the related consolidating statements of activities and cash flows for the year then ended. These consolidating financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these consolidating financial statements based on our audit.

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

In our opinion, the consolidating financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health and its affiliate Mid State Mental Health Foundation, Inc. as of June 30, 2011, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Our audit was made for the purpose of forming an opinion on the basic consolidating financial statements of Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health and Affiliate taken as a whole. The supplementary information included on pages 11 through 14 are presented for the purposes of additional analysis and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic consolidating financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

In accordance with Government Auditing Standards, we have also issued our report dated August 24, 2011 on our consideration of Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health and Affiliate's internal control over financial reporting and our test of its compliance with certain provisions of laws, regulations, contracts and grants. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be read in conjunction with this report in considering the results of our audit.

A handwritten signature in black ink, reading 'Kittell Branagan & Sargent'.

St. Albans, Vermont
August 24, 2011

Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health and Affiliate
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
June 30, 2011

ASSETS

	<u>LRMH</u>	<u>Mid State Foundation</u>	<u>Consolidating Entries</u>	<u>Consolidated Total</u>
CURRENT ASSETS				
Cash	\$ 235,129	\$ 252,741	\$ -	\$ 487,870
Investments	335,973	551,558	-	887,531
Accounts receivable (net of \$355,000 allowance)	681,548	-	-	681,548
Prepaid expenses and other current assets	38,190	50	-	38,240
Due from affiliated organizations	<u>4,250</u>	<u>-</u>	<u>(4,250)</u>	<u>-</u>
 TOTAL CURRENT ASSETS	 <u>1,295,090</u>	 <u>804,349</u>	 <u>(4,250)</u>	 <u>2,095,189</u>
 PROPERTY AND EQUIPMENT - NET	 <u>1,300,358</u>	 <u>-</u>	 <u>-</u>	 <u>1,300,358</u>
 OTHER ASSETS				
Restricted cash	<u>47,450</u>	<u>-</u>	<u>-</u>	<u>47,450</u>
 TOTAL ASSETS	 <u>\$ 2,642,898</u>	 <u>\$ 804,349</u>	 <u>\$ (4,250)</u>	 <u>\$ 3,442,997</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES				
Accounts payable	\$ 90,906	\$ -	\$ -	\$ 90,906
Current portion--long-term debt	21,377	-	-	21,377
Due to related organization	-	4,250	(4,250)	-
Deferred income	29,605	-	-	29,605
Accrued vacation	203,225	-	-	203,225
Accrued expenses	<u>317,917</u>	<u>-</u>	<u>-</u>	<u>317,917</u>
 TOTAL CURRENT LIABILITIES	 <u>663,030</u>	 <u>4,250</u>	 <u>(4,250)</u>	 <u>663,030</u>
 LONG-TERM DEBT, less current portion	 <u>509,759</u>	 <u>-</u>	 <u>-</u>	 <u>509,759</u>
 TOTAL LIABILITIES	 <u>1,172,789</u>	 <u>4,250</u>	 <u>(4,250)</u>	 <u>1,172,789</u>
 NET ASSETS				
Temporarily restricted	13,679	-	-	13,679
Unrestricted	<u>1,456,430</u>	<u>800,099</u>	<u>-</u>	<u>2,256,529</u>
 TOTAL NET ASSETS	 <u>1,470,109</u>	 <u>800,099</u>	 <u>-</u>	 <u>2,270,208</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u>\$ 2,642,898</u>	 <u>\$ 804,349</u>	 <u>\$ (4,250)</u>	 <u>\$ 3,442,997</u>

See Notes to Financial Statements

Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health and Affiliate
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2011

	LRMH					
	Unrestricted	Temporarily	All	Mid-State	Consolidating	Consolidated
	Funds	Restricted	Funds	Foundation	Entries	Total
PUBLIC SUPPORT AND REVENUES						
Public support -						
Federal	\$ 133,867	\$ -	\$ 133,867	\$ -	\$ -	\$ 133,867
State of New Hampshire - DBH	18,201		18,201			18,201
Other public support	266,984	12,111	279,095	-	(68,357)	210,738
Total Public Support	419,052	12,111	431,163	-	(68,357)	362,806
Revenues -						
Program service fees	7,677,351	-	7,677,351	-	-	7,677,351
Rental income	64,430	-	64,430	-	-	64,430
Investment income	70,032	-	70,032	109,125	-	179,157
Other revenue	12,261	-	12,261	7,904	(3,000)	17,165
Net assets released from restriction	6,572	(6,572)	-	-	-	-
Total Revenues	7,830,646	(6,572)	7,824,074	117,029	(3,000)	7,938,103
TOTAL PUBLIC SUPPORT AND REVENUES	8,249,698	5,539	8,255,237	117,029	(71,357)	8,300,909
EXPENSES						
BBH funded program services -						
Children Services	3,018,275	-	3,018,275	-	-	3,018,275
Intake	156,526		156,526			156,526
Multi-service	3,207,866	-	3,207,866	-	-	3,207,866
Emergency Services	537,615	-	537,615	-	-	537,615
Housing Services	202,253	-	202,253	-	-	202,253
Non-Eligible	448,790		448,790			448,790
Non-BBH funded program services	553,116	-	553,116	73,338	(71,357)	555,097
TOTAL EXPENSES	8,124,441	-	8,124,441	73,338	(71,357)	8,126,422
INCREASE IN NET ASSETS	125,257	5,539	130,796	43,691	-	174,487
NET ASSETS, beginning	1,331,173	8,140	1,339,313	756,408	-	2,095,721
NET ASSETS, ending	\$ 1,456,430	\$ 13,679	\$ 1,470,109	\$ 800,099	\$ -	\$ 2,270,208

See Notes to Financial Statements

Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health and Affiliate
CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2011

	LRMH	Mid State Foundation	Consolidated Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Increase in net assets	\$ 130,796	\$ 43,691	\$ 174,487
Adjustments to reconcile to net cash provided by operations:			
Depreciation	170,269	-	170,269
Unrealized gain on investments	(57,839)	(124,900)	(182,739)
Realized (gain) loss on investments	(4,889)	25,121	20,232
Gain on sale of fixed assets	(50)	-	(50)
(Increase) decrease in:			
Accounts receivable	(65,731)	-	(65,731)
Prepaid expenses	19,552	630	20,182
Due from affiliated organizations	(3,533)	3,533	-
Restricted Cash	(2,508)	-	(2,508)
Increase (decrease) in:			
Accounts payable & accrued liabilities	(5,680)	-	(5,680)
Deferred income	517	-	517
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>180,904</u>	<u>(51,925)</u>	<u>128,979</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchases of property and equipment	(123,115)	-	(123,115)
Proceeds from sale of fixed asset	50	-	50
Purchase of investments	<u>(6,554)</u>	<u>(9,345)</u>	<u>(15,899)</u>
NET CASH USED BY INVESTING ACTIVITIES	<u>(129,619)</u>	<u>(9,345)</u>	<u>(138,964)</u>
CASH FLOWS FROM FINANCING ACTIVITIES			
Principal payments on long-term debt	<u>(20,336)</u>	<u>-</u>	<u>(20,336)</u>
NET INCREASE (DECREASE) IN CASH	30,949	(61,270)	(30,321)
CASH AT BEGINNING OF YEAR	<u>204,180</u>	<u>314,011</u>	<u>518,191</u>
CASH AT END OF YEAR	<u>\$ 235,129</u>	<u>\$ 252,741</u>	<u>\$ 487,870</u>
SUPPLEMENTAL DISCLOSURE			
Cash Payments for Interest	<u>\$ 30,867</u>	<u>\$ -</u>	<u>\$ 30,867</u>

See Notes to Financial Statements



The mission of Genesis Behavioral Health is to provide direct services that enhance the emotional and mental health of our communities.

(Revised June 2009)

Our Vision

Genesis Behavioral Health is the leading health care provider recognized for its excellence in delivering accessible, quality mental health care and support in our communities.

Our Values

<u>RESPECT</u>	We conduct our business and provide services with respect and professionalism.
<u>ADVOCATE</u>	We advocate for those we serve through enhanced collaborations, community relations and political action.
<u>INTEGRITY</u>	We work with integrity and transparency, setting a moral compass for the agency.
<u>STEWARDS</u>	We are effective stewards of our resources for our clients and our agency's health.
<u>EXCELLENCE</u>	We are committed to excellence in all programming and services.

24-Oct-12

[illegible]

Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health

Key Personnel Salaries and Allocation to HUD Program

Name/Title	Total Salary	% Paid From This Contract	Amount Paid From This Contract
Margaret Pritchard, Executive Director	\$100,000.00	0.000%	\$ 0.00
Kathleen Randazzo, Residential Coordinator	\$ 43,500.00	7.735%	\$3,364.73

Lakes Region Mental Health Center, Inc. dba **GENESIS Behavioral Health**
 Project Number: **NHxxxxxxx** / Project Name: **Summer Street Home**
 HUD Contract FY2013-2014 re: BOSCOC 2011

ONE-YEAR CONTRACT

TOTAL AWARD AMOUNT: \$36,605 (\$35,714 + Adm. (\$1782 x 50% = \$891)

STATE FISCAL YEAR 2013-2014

Supportive Housing Program (SHP) SUMMER St. - SUMMARY Budget			
Proposed Activities	SHP Request	Applicant Cash	Total Budget (Col. 1 + Col. 2)
1. Real Property Leasing			
2. Supportive Services *			
3. Operations **	35,714	12,351	48,065
4. HMIS *			
5. SHP Request (subtotal lines 1 through 4)	35,714	12,351	48,065
6. Administrative Costs (up to 5% of line 5) ***	1,782		
7. Total SHP Request (total lines 5 and 6)	37,496		
Total Budget (Total SHP Request + Total Cash Match)			
	49,847		

Operating Expense	Year 1	SHP REQUEST	Applicant Cash
1. Maintenance/Repair (Kitchen & Bathroom remodel and flooring for the apt. with 2 beds added)	23,539	16,859	6,680
2. Staff (position, salary, % time, fringe benefits) Housing Coordinator (0.087 FTE)	5,352	3,735	1,617
3. Utilities (Heating, Electricity, etc. for 3 apts (7 beds)	11,300	11,300	0
4. Equipment (lease/buy) (Appliances for kitchen)	3,000	1,500	1,500
5. Supplies			
6. Insurance	1,274	820	454
7. Furnishings (Living Room and/or Bedrooms furniture)	3,000	1,500	1,500
8. Relocation Quantity: (number of persons)			
9. Food			
10. Other Operating Activity* : Telephone	600	0	600
Total Operating Budget	48,065		
Total SHP operating dollars requested in lines 1 to 10		35,714	
Total cash match to be spent on SHP eligible operating activities. ***			12,351
*** Cash Match can be spent on any SHP eligible activity. The amount you enter in line 12 (total SHP cash match) must be at least 33.33% of the amount entered in line 11 (SHP operating dollars requested)			35%