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

Nicholas A. Toumpas
 Commissioner

Mary Ann Cooney
 Associate Commissioner

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

May 28, 2014

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

Sole Source
100% Federal

Requested Action

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to amend and extend an existing **sole source** agreement with Harbor Homes, Inc., 45 High Street Nashua, NH 03060 (Vendor Code 155358-B001) to provide services for homeless individuals and families by increasing the contract amount by \$156,373 from \$321,131 to \$477,504, and extending the completion date from July 31, 2014 to July 31, 2015, effective August 1, 2014 or the date of Governor and Executive Council approval, whichever is later. The Governor and Executive Council approved the original agreement (the "Contract") on July 11, 2012 (Item #43A), and approved subsequent amendments on December 5, 2012 (Item #35), and on September 4, 2013 (Item #43).

Funds are available in the following accounts in State Fiscal Year 2015, and anticipated to be available in State Fiscal Year 2016, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without Governor and Executive Council approval, if needed and justified.

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

SFY	Class/Account	Class Title	Activity Code	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2013	102-500731	Contract for Program Services	95807176	159,373	0	159,373
2014	102-500731	Contract for Program Services	42306130/ 42306010	149,896	0	149,896
2015	102-500731	Contract for Program Services	42306130/ 42306010	11,862	143,342	155,204
2016	102-500731	Contract for Program Services	42306130/ 42306010	0	13,031	13,031
			Total	\$321,131	\$156,373	\$477,504

Explanation

The purpose of this **sole source** request is to fund the New Hampshire Statewide Homeless Management Information System serving homeless individuals and families through July 31, 2015. This agreement provides funds from the U.S. Department of Housing and Urban Development Homeless Emergency Assistance and Rapid Transition to Housing Act funds Continuum of Care Program for the purpose of supporting the required Continuum process for communities seeking these funds. The prioritization of housing and service needs for New Hampshire's homeless population is coordinated through New Hampshire's Continuum of Care Program which is comprised of three Continua (Manchester, Nashua, and Balance of State), and which includes broad participation of community stakeholders. This is a sole source contract because the U.S. Department of Housing and Urban Development requires these funds be utilized through a single Lead or Sponsor agency; as a result, the additional funds could not be allocated through a bid process. The knowledge, training, and licensing required to perform this role are so specialized that only this vendor is capable of serving as the lead agency in New Hampshire.

The additional funding of \$156,373 is through the U.S. Department of Housing and Urban Development Homeless Emergency Assistance and Rapid Transition to Housing Act's Homeless Assistance Continuum of Care funding for the statewide New Hampshire Homeless Management Information System and the Emergency Solutions Grant program. These grant funds will improve the operational capacity of the New Hampshire Homeless Information System and meet the data entry and reporting needs of all New Hampshire programs engaged in Homelessness Prevention and Rapid Re-Housing actions as defined in the U.S. Department of Housing and Urban Development Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments issued December 5, 2011.

The Homeless Management Information System program is a Federal mandate set forth in the Conference Report (H.R. Report 106-988) in the Federal Fiscal Year 2001 U.S. Department of Housing and Urban Development Appropriations Act and is described in the July 30, 2004 Federal Register (Homeless Management Information Systems; Data and Technical Standards Final Notice). This action is funded through Homeless Emergency Assistance and Rapid Transition to Housing Act funds provided to the New Hampshire Department of Health and Human Services, Bureau of Homeless and Housing by the U.S. Department of Housing and Urban Development. The grants fund the acquisition, implementation, training, and operation of a web-based Homeless Management Information System by Harbor Homes, Inc., a nonprofit organization.

Harbor Homes, Inc. shall utilize the Homeless Emergency Assistance and Rapid Transition to Housing Act funds Homeless Management Information System Grant pursuant to this Agreement to enable homeless shelters and service providers throughout the State to collect uniform information about clients satisfying the Congressional requirement for nationwide unduplicated client-level homelessness data reporting. The grant budget includes equipment, software licenses, program management, training and technical-support labor resources.

This system is regulated through policies and procedures that all participating shelters and programs are required to follow. The policies and procedures define responsibilities by all system users in actions that include system security, local system administration, and client confidentiality. This is the only Homeless Management Information System project funded by the U.S. Department of Housing and Urban Development in New Hampshire and is consistent with the centralized statewide Homeless Management Information System architecture developed and adopted by the New

Hampshire Continuums in 2002 with the U.S. Department of Housing and Urban Development's technical assistance.

Alternatives and Benefits

Alternatives to contracting these services include utilizing funds from local community organizations such as emergency homeless shelters to support this system. This would result in a decentralized data system that could only be supported in regions that can accrue the necessary local funds for software and services. Many, if not all, of New Hampshire's homeless shelters and permanent and transitional supportive housing and outreach programs that currently receive federal funding through the U.S. Department of Housing and Urban Development will not be able to utilize the federally mandated Homeless Management Information System and, therefore, will no longer be eligible to receive that federal funding. This will eliminate the capacity for many community programs supporting homeless individuals and families to operate.

In addition, an option to build this system in-house using New Hampshire Department of Information Technology staff was considered. However, it was determined the New Hampshire Department of Information Technology would not have the resources available for this project.

Benefits to the Department include improved capacity to measure the aspects of homelessness in New Hampshire, and improving the ability for local programs that assist people who are homeless maintain eligibility for continued federal funding. Collateral project goals are to use Homeless Management Information System software to improve homeless shelter resource sharing, automated eligibility determinations, and linkages to mainstream assistance programs for New Hampshire homeless clients. An additional benefit is the improved coordination of essential services and supports that address and alleviate homelessness.

Should the Governor and Executive Council determine not to approve this request, New Hampshire homeless shelters and permanent and transitional supportive housing and outreach programs that currently receive federal funding through the U.S. Department of Housing and Urban Development would not be able to utilize the federally mandated Homeless Management Information System and, therefore, would no longer be eligible to receive that federal funding. This would eliminate the capacity for many community programs supporting homeless individuals and families to operate.

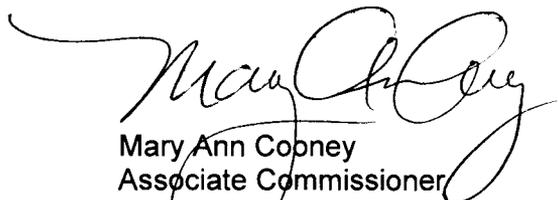
Using State Fiscal Year 2013 data on persons served, approximately 665 individuals would not receive transitional housing services; 611 individuals would not receive permanent housing services; 3,874 homeless individuals would not receive outreach services; 4,732 individuals, including 902 children, would have severely limited access to emergency shelter; and countless full time jobs would be eliminated.

Source of Funds: 100% Federal.

Area Served: Statewide.

In the event that 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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Peter C. Hastings
Commissioner

May 14, 2014

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Harbor Homes Corporation of Nashua, NH as described below and referenced as DoIT No. 2012-161C.

This is a request to enter into a contract amendment to fund the New Hampshire Statewide Homeless Management Information System serving New Hampshire homeless individuals and families. The system collects uniform information about clients satisfying the federal requirement for nationwide unduplicated client-level homelessness data reporting. The grant budget includes equipment, software licenses, program management, training and technical-support labor resources. This contract amendment increases the contract amount by \$156,373 to a new, not to exceed, contract total of \$477,504 and shall extend through July 31, 2015, effective upon Governor and Executive Council approval.

A copy of this letter should accompany the Department of Health and Human Services submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/ltn
Contract #2012-160C

cc: Michael O'Neil, DHHS
Leslie Mason, DoIT



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Homeless Management Information System Contract**

This 3rd Amendment to the Homeless Management Information System contract (hereinafter referred to as "Amendment #3") dated this April 28th day of 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Harbor Homes, Inc. (hereinafter referred to as "the Contractor"), a New Hampshire nonprofit corporation with a place of business at 45 High Street, Nashua, New Hampshire 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 11, 2012 (Item #43A), and amended by an agreement (Amendment #1 to the Contract) approved on December 5, 2012 (Item #35), and by an agreement (Amendment #2 to the Contract) approved on September 4, 2013 (Item #43), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, Amendment, the State may at its sole discretion, may amend the contract by written agreement of the parties, and upon the Governor and Executive Council approval;

WHEREAS the parties agree to extend the contract for one year;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:
July 31, 2015
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:
\$477,504
3. Exhibit A, Scope of Services, Paragraph 2 is deleted.
4. Exhibit B, Method and Conditions Precedent to Payment, Federal Funds, Amount, to read:
\$477,504

Program Title, to read: Continuum of Care Program, Homeless Management Information System
5. Standard Exhibit D – Certification Regarding Drug Free Workplace Requirements, Period Covered by this Certification, to read:
From: 8/1/2012 To: 7/31/2015
6. Standard Exhibit E - Certification Regarding Lobbying, Contract Period, to read:
8/1/2012 through 7/31/2015
7. Exhibit C-1, Additional Special Provisions is deleted and replaced with Amendment #3 Exhibit C-1, Additional Special Provisions.

New Hampshire Department of Health and Human Services
New Hampshire Homeless Management Information System



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/30/14
Date

[Signature]
Name:
Title: Associate Commissioner

Harbor Homes, Inc.

5/19/14
Date

[Signature]
Name: Peter Kelleher
Title: President & CEO

Acknowledgement:

State of NH, County of Hillsborough on 5/19/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace

LAUREL A. LEFAVOR, Notary Public
My Commission Expires September 22, 2015

New Hampshire Department of Health and Human Services
New Hampshire Homeless Management Information System



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6-2-14
Date

Rosemary Wiant
Name: *Rosemary Wiant*
Title: *Assistant Attorney General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



**New Hampshire Department of Health and Human Services
Amendment #3 – Exhibit C-1**

REVISIONS TO GENERAL PROVISIONS

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

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

3. Gratuities or Kickbacks - The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in EXHIBIT A of this Agreement. The State may terminate this agreement or any sub-contract or sub-agreement if it is determined that payments, gratuities or offer of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

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

- a. The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Nonprofit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one-year fiscal period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

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

6. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$5,000,000; and

PK

5/19/14

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 HARBOR HOMES, INC. is a New Hampshire nonprofit corporation formed February 15, 1980. 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 7th day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Harbor Homes Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 4/30/14:
(Date)

RESOLVED: That the President & CEO
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 19th day of May, 2014.
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Laurie Goguen
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 19th day of May, 2014.

By Laurie Goguen
(Name of Elected Officer of the Agency)

Laurel Lefavor
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LAUREL A. LEFAVOR, Notary Public
My Commission Expires September 22, 2015
Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/21/2014

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Tara Dean, CIC PHONE (A/C No. Ext.): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: tdean@crossagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Citizens Ins Co of America</td> <td>31534</td> </tr> <tr> <td>INSURER B: Hanover Ins Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Citizens Ins Co of America	31534	INSURER B: Hanover Ins Co.		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Harbor Homes, Inc. 45 High Street Nashua NH 03060														

COVERAGES **CERTIFICATE NUMBER:** CL1371889450 **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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ZBV970714700	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AHV970600300	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		JHV970913300	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		ZBV970714700 excl Harbor Homes clinic	7/1/2013	7/1/2014	1,000,000 Ea Wrongful Act 3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Tara Dean, CIC/TXD <i>Tara C. Dean</i>

Client#: 496014

HARBOHOM

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2014

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

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

PRODUCER: USI Insurance Services LLC, PO Box 6360, Manchester, NH 03108-6360, 603 625-1100. CONTACT NAME, PHONE (A/C, No, Ext): 603 625-1100, FAX (A/C, No):, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #: INSURER A: QBE Insurance Corporation, 39217. INSURED: Harbor Homes, Inc., 45 High Street, Nashua, NH 03064. INSURER B, C, D, E, 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

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

** Supplemental Name **

Harbor Homes II, Inc.
Harbor Homes III, Inc.
Welcoming Light, Inc.
Healthy At Home, Inc.
(See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: NH DHHS, 129 Pleasant Street, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: E. Arnold

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Mission Statements

Harbor Homes, Inc.:

The mission of Harbor Homes, Inc. is to create and provide quality residential and supportive services for persons (and their families) challenged by mental illness and homelessness.

Welcoming Light Inc.:

To provide residential and support services to elderly and disabled individuals in a manner that is compassionate, flexible, and emphasizes independence

Milford Regional Counseling Services, Inc.:

To provide affordable counseling services to individuals and families

Greater Nashua Council on Alcoholism, Inc.

"To empower the chemically dependent person to take responsibility toward recovery through professional counseling in a caring environment"

Healthy at Home, Inc.:

To enhance the lives of people with illness or injury through a cooperative relationship with the community, professional medical service providers, and organizations that serve people in need of healthcare



MELANCON HEATH & COMPANY, PC

CERTIFIED PUBLIC ACCOUNTANTS
MORRISTOWN, NEW JERSEY

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Harbor Homes, Inc.

We have audited the accompanying statement of financial position of Harbor Homes, Inc., a (nonprofit organization) as of June 30, 2012, and the related statements of activities, functional expenses, and cash flows, for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based 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 financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

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

In accordance with *Government Auditing Standards*, we also have issued our report dated January 8, 2013 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

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 September 10, 2012 on our consideration of the Project's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Melanson Heath + Company P.C.
Nashua, New Hampshire
September 10, 2012

HARBOR HOMES, INC.

Statement of Financial Position

June 30, 2012

	<u>HUD I</u> <u>Program</u>	<u>HUD VI</u> <u>Program</u>	<u>Program</u> <u>Operations</u>	<u>Total</u>
<u>ASSETS</u>				
Current Assets:				
Cash and cash equivalents	\$ 10,581	\$ 99	\$ 778,900	\$ 789,580
Accounts receivable, net of allowance for uncollectible accounts	2,274	8,151	735,916	746,341
Promises to give	-	-	25,000	25,000
Due from HUD Programs	-	-	349	349
Due from related organizations	-	-	115,338	115,338
Prepaid expenses	-	-	4,839	4,839
Total Current Assets	<u>12,855</u>	<u>8,250</u>	<u>1,660,342</u>	<u>1,681,447</u>
Property and Equipment, net of accumulated depreciation	78,478	307,862	13,093,058	13,479,398
Non-current Assets:				
Restricted deposits and funded reserves	89,404	60,855	125,868	276,127
Due from HUD Programs	-	-	64,302	64,302
Due from related organizations	-	-	340,861	340,861
Beneficial interest	-	-	116,175	116,175
Total Non-current Assets	<u>89,404</u>	<u>60,855</u>	<u>647,206</u>	<u>797,465</u>
Total Assets	<u>\$ 180,737</u>	<u>\$ 376,967</u>	<u>\$ 15,400,606</u>	<u>\$ 15,958,310</u>
<u>LIABILITIES AND NET ASSETS</u>				
Current Liabilities:				
Accounts payable	\$ 2,179	\$ 455	\$ 287,678	\$ 290,312
Accrued and other liabilities	1,450	6,031	370,714	378,195
Due to program operations	349	-	-	349
Due to related organizations	-	-	98,707	98,707
Line of credit	-	-	809,999	809,999
Current portion of mortgages payable	11,689	3,931	187,232	202,852
Total Current Liabilities	<u>15,667</u>	<u>10,417</u>	<u>1,754,330</u>	<u>1,780,414</u>
Long Term Liabilities:				
Due to program operations	-	64,302	-	64,302
Due to related organizations	-	-	75,000	75,000
Security deposits	2,125	798	37,642	40,565
Mortgages payable, tax credits	-	-	184,497	184,497
Mortgages payable, net of current portion	176,441	238,496	5,156,420	5,571,357
Mortgages payable, deferred	-	-	4,706,134	4,706,134
Total Long Term Liabilities	<u>178,566</u>	<u>303,596</u>	<u>10,159,693</u>	<u>10,641,855</u>
Total Liabilities	194,233	314,013	11,914,023	12,422,269
Unrestricted Net Assets (Deficit):				
HUD programs	(13,496)	62,954	-	49,458
Program operations	-	-	3,462,173	3,462,173
Temporarily Restricted Net Assets	-	-	24,410	24,410
Total Net Assets (Deficit)	<u>(13,496)</u>	<u>62,954</u>	<u>3,486,583</u>	<u>3,536,041</u>
Total Liabilities and Net Assets	<u>\$ 180,737</u>	<u>\$ 376,967</u>	<u>\$ 15,400,606</u>	<u>\$ 15,958,310</u>

See accompanying notes to the financial statements.

HARBOR HOMES, INC.

Statement of Activities

For the Year Ended June 30, 2012

	Unrestricted Net Assets			Temporarily Restricted Net Assets	Total
	HUD I Program	HUD VI Program	Program Operations		
Public Support and Revenue:					
Public Support:					
Federal grants	\$ -	\$ -	\$ 2,455,999	\$ -	\$ 2,455,999
State, local, and other grants	-	-	429,466	-	429,466
Donations in-kind	-	-	179,906	-	179,906
Donations	-	-	86,202	9,500	95,702
Net assets released from restriction	-	-	5,291	(5,291)	-
Total Public Support	-	-	3,156,864	4,209	3,161,073
Revenue:					
Department of Housing and Urban Development	85,521	6,737	2,441,785	-	2,534,043
Veterans Administrative grants	-	-	978,269	-	978,269
Medicaid - Federal and State	-	-	825,432	-	825,432
Client fees:					
Rent and service charges, net	26,702	1,600	293,382	-	321,684
Food and common area fees	-	-	67,200	-	67,200
Outside rent	-	-	170,600	-	170,600
Miscellaneous	-	85,883	8,119	-	94,002
Employment projects	-	-	66,621	-	66,621
Sliding fee and free care	-	-	20,531	-	20,531
Medicare revenue	-	-	5,036	-	5,036
Fundraising revenue	-	-	13,124	-	13,124
Gain on disposal of fixed assets	-	-	7,500	-	7,500
Management fees	-	-	2,805	-	2,805
Interest	96	-	265	-	361
Unrealized gain/(loss)	-	-	(966)	-	(966)
Bad debts	-	-	(49,404)	-	(49,404)
Total Revenue	112,319	94,220	4,850,299	-	5,056,838
Total Public Support and Revenue	112,319	94,220	8,007,163	4,209	8,217,911
Expenses:					
Program	86,600	29,935	7,081,082	-	7,197,617
Administration	13,573	1,331	1,047,065	-	1,061,969
Fundraising	-	-	183,057	-	183,057
Total Expenses	100,173	31,266	8,311,204	-	8,442,643
Change in net assets	12,146	62,954	(304,041)	4,209	(224,732)
Net Assets (Deficit), Beginning of Year	(25,642)	-	3,766,214	20,201	3,760,773
Net Assets (Deficit), End of Year	\$ (13,496)	\$ 62,954	\$ 3,462,173	\$ 24,410	\$ 3,536,041

See accompanying notes to the financial statements.

HARBOR HOMES, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2012

	<u>Program</u>	<u>Administration</u>	<u>Fundraising</u>	<u>Total</u>
Expenses:				
Accounting fees	\$ -	\$ 34,433	\$ -	\$ 34,433
Advertising and printing	6,456	187	4,958	11,601
Client services and assistance	29,962	9	-	29,971
Client transportation	19,814	32	683	20,529
Conference and conventions	18,701	19,393	161	38,255
Contract labor	61,709	13,868	-	75,577
Employee benefits	499,946	151,283	20,859	672,088
Enabling services	3,380	-	-	3,380
Equipment rental	1,351	4,127	-	5,478
Food	59,553	-	-	59,553
Garbage and trash removal	11,876	2,641	-	14,517
Grants	262,435	-	-	262,435
Information technology	139,300	10,161	-	149,461
Interest expense - mortgage	305,005	33,110	-	338,115
Interest expense - other	468	31,032	-	31,500
Journals and publications	800	241	-	1,041
Legal fees	11,087	78,509	-	89,596
Medical and clothing	186,773	200	-	186,973
Membership dues	28,077	-	935	29,012
Office supplies	41,000	6,845	2,021	49,866
Operating and maintenance	137,338	11,757	50	149,145
Operational supplies	55,396	3,908	-	59,304
Other expenditures	8,924	15,026	-	23,950
Payroll taxes	221,773	48,654	12,244	282,671
Postage/shipping	2,755	4,428	371	7,554
Professional fees	94,867	979	-	95,846
Property and liability insurance	69,593	7,340	-	76,933
Property taxes	14,108	-	-	14,108
Rent expense	1,700,280	-	-	1,700,280
Salary and wages	2,393,010	450,660	134,462	2,978,132
Snow removal	1,086	-	-	1,086
Staff development	7,351	-	-	7,351
Staff expense	6,024	2,763	184	8,971
Staff transportation	17,219	12,057	1,133	30,409
Telephone/communications	71,962	10,731	3,519	86,212
Utilities	225,268	18,427	1,477	245,172
Vehicle expenses	22,597	735	-	23,332
Total Expenses Before Depreciation	<u>6,737,244</u>	<u>973,536</u>	<u>183,057</u>	<u>7,893,837</u>
Depreciation	460,373	88,433	-	548,806
Total Expenses	<u>\$ 7,197,617</u>	<u>\$ 1,061,969</u>	<u>\$ 183,057</u>	<u>\$ 8,442,643</u>

See accompanying notes to the financial statements.

HARBOR HOMES, INC.

Statement of Cash Flows

For the Year Ended June 30, 2012

Cash Flows From Operating Activities:	
Change in net assets	\$ (224,732)
Adjustments to reconcile change in net assets to net cash from operating activities:	
Depreciation	548,806
Loss on beneficial interest	1,580
(Increase) Decrease In:	
Accounts receivable	131,853
Prepaid expenses	38,271
Increase (Decrease) In:	
Accounts payable	68,632
Accrued and other liabilities	(58,004)
Deferred revenue	(1,819)
Net Cash Provided by Operating Activities	<u>504,587</u>
Cash Flows From Investing Activities:	
Restricted deposits and funded reserves	3,123
Security deposits	1,346
Purchase of fixed assets	(102,539)
Net Cash Used by Investing Activities	<u>(98,070)</u>
Cash Flows From Financing Activities:	
Proceeds from line of credit	100,000
Proceeds from long term borrowings	184,868
Payments on long term borrowings	(275,356)
Net change in due to/from related organizations	(181,828)
Net Cash Used by Financing Activities	<u>(172,316)</u>
Net Increase	234,201
Cash and Cash Equivalents, Beginning of Year	<u>555,379</u>
Cash and Cash Equivalents, End of Year	<u>\$ 789,580</u>
Supplemental disclosures of cash flow information:	
Interest paid	<u>\$ 411,978</u>
Non-cash financing activities	<u>\$ 1,167,932</u>

See accompanying notes to the financial statements.

HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc.
Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

David Aponovich - [REDACTED]

Treasurer

Vincent Chamberlain - (6/15)

Vice Chair

Pastor Geoff DeFranca - [REDACTED]

Laurie Des Rochers - (6-15)

Robert Fischer - [REDACTED]

Chair of the Board

Laurie Goguen - [REDACTED]

Secretary

Nathan Goodwin - [REDACTED]

Alphonse Haettenschwiller - (6/15)

Robert Kelliher - [REDACTED]

Lynn King - [REDACTED]

Captain James Lima - (6/15)

Naomi Moody - [REDACTED]

Dan Sallet - [REDACTED]

Trent Smith - [REDACTED]

PETER J. KELLEHER, LCSW, LICSW

12 Amherst Street

Nashua, NH 03064

Telephone: (603) 882-3616

Fax: (603) 595-7414

E-mail: p.kelleher@harborhomes.org

PROFESSIONAL EXPERIENCE

- 2006-Present** **President & CEO, Southern NH HIV Task Force**
- 2002-Present** **President & CEO, GNCA, Nashua, NH**
- 1997-Present** **President & CEO, Healthy at Home, Inc., Nashua, NH**
- 1995-Present** **President & CEO, Milford Regional Counseling Services, Inc., Milford, NH**
- 1995-Present** **President & CEO, Welcoming Light, Inc., Nashua, NH**
- 1982-Present** **President & CEO, Harbor Homes, Inc., Nashua, NH**
Currently employed as President & Chief Executive Officer for nonprofit corporation (and affiliates) providing residential, supported employment, and social club services for persons with long-term mental illness and/or homeless. Responsible for initiation, development, and oversight of 33 programs comprising a \$10,000,000 operating budget; proposal development resulting in more than \$3,000,000 in grants annually; oversight of over 230 management and direct care professionals.
- 2003-Present** **Consultant**
Providing consultation and technical assistance throughout the state to aid service and mental health organizations.
- 1980 - 1982** **Real Estate Broker, LeVaux Realty, Cambridge, MA**
Successful sales and property management specialist.
- 1979 - 1980** **Clinical Coordinator, Task Oriented Communities, Waltham, MA**
Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/ mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979** **Faculty, Middlesex Community College, Bedford, MA**
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979** **Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA**
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.
- 1976** **Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA**
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971 - 1976** **Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA**
Major responsibilities consisted of psycho-educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

EDUCATIONAL EXPERIENCE

- 1975 - 1977** Simmons College School of Social Work, Boston, MA
Cambridge-Somerville Community Mental Health Program, MSW
- 1971 - 1975** Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

LICENSES AND CERTIFICATIONS

1979 Licensed Real Estate Broker – Massachusetts
1989 Academy of Certified Social Workers – NASW
1990 Licensed Independent Clinical Social Worker - Massachusetts
1994 State of New Hampshire Certified Clinical Social Worker, MA LICSW

PLACEMENTS

1976 - 1977 Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA
Individual, group, and family counseling to hospitalized patients.

1975 - 1976 Massachusetts Institute of Technology, Social Service Department, Cambridge, MA
Similar to above.

FIELD SUPERVISION

1983 - 1984 Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
1983 - 1984 Rivier College, Department of Psychology, Nashua, NH
1990 - 1991 Rivier College, Department of Psychology, Nashua, NH
1978 - 1979 Middlesex Community College, Social Work Associates Program, Bedford, MA

AWARDS

- Valedictorian Award received at high school graduation;
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007

MEMBERSHIPS

Chair, Governor's State Interagency Council/New Hampshire Policy Academy
Greater Nashua Continuum of Care
National Association of Social Workers
Board Member, Greater Nashua Housing & Development Foundation, Inc.
Former Member Rotary Club, Nashua, NH

Miles A. Pendry

EDUCATION: BS in Human Services Administration - New Hampshire College

WORK EXPERIENCE: Current Employer - Harbor Homes, Inc., Nashua, NH 03064, Phone: (603) 881-8436

- Feb 1999 - Present **Harbor Homes, Inc. - Director of Information Management**
- Network installation, implementation, management, and troubleshooting
 - Workstation setup, software installation, and deployment
 - Web page layout, design, and publishing
 - Database creation and data collection for ongoing demographic reporting
 - E-mail and post office administration, list management and distribution
 - Grant and proposal writing
 - Desktop publishing and graphic layout and design
 - Multimedia presentation development, layout, and distribution
 - Inter- and intra- agency technical consultation and training
 - Development of agency instruction and training materials
- Jan 1988 - Feb 1999 **Harbor Homes, Inc. - Program Manager**
- Supervision of residential staff in service plan development and implementation
 - Staff scheduling and management, and training and development
 - Certified HUD Housing Manager
 - Ongoing data collection, certification, and reporting as required by HUD
 - Quality Assurance Committee participation
 - Development and implementation of annual Consumer Satisfaction activities
- Oct 1987 - Jan 1988 **Harbor Homes, Inc. - Social Club Coordinator**
- Organization and management of ongoing club operation
 - Staff scheduling and management
 - Recreational activities planning and organization
- Jul 1984 - Oct 1987 **Harbor Homes, Inc. - Apartment Supervisor**
- Direct care service provision to chronic mentally ill adults
 - Documentation, record keeping and case filing
- Summer 1980, 1981 **City of Frankfort Parks Department, Frankfort, IN - Park Maintenance**
- Grounds maintenance and landscaping
 - Light construction
 - Equipment maintenance and repair

REFERENCES: Available on Request

Ana Pancine

Objective	To obtain a position within an organization that offers me the opportunity to apply my experiences and academic expertise in the Financial field, and that provides me a chance to enhance my career knowledge.
Experience	<p>November 2007 – Present Harbor Homes Inc. and Affiliates Nashua, NH</p> <p>Financial Specialist</p> <ul style="list-style-type: none"> • Prepare budgets, internal and external reports for several State & Federal projects. • Responsible for Financial monthly presentation to Board of Directors. • Ensure that financial reports are submitted for each grant. • Prepare budgets for all new/renewal grant proposals. • Provide financial reports for project managers. • Assist Controller position with month-end closings. • Responsible for independent year-end audit.
	<p>December 2006 – November 2007 Hewlett-Packard Nashua, NH</p> <p>Service Resource Coordinator <i>December 2006 - Presently</i></p> <ul style="list-style-type: none"> • Accountable for all metric reports for the PER Event team in a monthly basis. • Responsible for revenue booking for two districts. • Accountable to update, present and distribute all reports related to the department. • Provide quality reports for upper management to review the progress of the team. • Responsible for all the billings for Latin America.
	<p>August 2001 – December 2006 Electronic Data Systems(EDS) Nashua, NH</p> <p>Americas Business Analyst <i>February 2004 – December 2006</i></p> <ul style="list-style-type: none"> • Manage ten cost centers with annual expenses of \$9m and revenue of \$18m, forecast on a quarterly basis, generate expense and revenue accruals, and establish budgetary guidelines for team members. • Variance reporting monthly for +/- 1 % of forecasted to report to senior management. • Compile, reconcile, and obtain approval from customer for account metrics on a monthly basis. • Maintain global reporting of 200 employees with specific emphasis on geographic alignment, individual line counts, and organizational charts for account utilization and resource mapping • Approve time card for temporary employees, main contact for temporary agencies and responsible for hiring/releasing of temporary employees. • Main contact for all customers located in the Latin America territory. • Provided Financial Support for account closing.
	<p>Quality Controller/ System Support Administrator <i>June 2003 – February 2005</i></p> <ul style="list-style-type: none"> • Main contact between administrators and system support to prioritize technical errors. • Responsible for weekly, monthly and quarterly quality review reporting. • Responsible for weekly and monthly geography reports. • Maintain all employee related spreadsheets updated. • Manage quality review reports to ensure policies and procedures are being followed. • Mentoring new hires in their assigned positions. • Communicating with manager for tools necessary for team. • Categorize and notify managers of any performance issues. • Provide support for team members with problem solving.
	<p>Per Event Administrator <i>August 2001 – June 2003</i></p> <ul style="list-style-type: none"> • Responsible for billing revenue. • General office filing and organization. • Data Entry. • Assisting customer needs. • Solving any customer issues. • Revenue booking and customer assistance for Latin America/Caribbean territory. • Assistant and service provided for all customer located in the Latin America/Caribbean/Europe territory.

References Available upon request

Skills	<ul style="list-style-type: none"> • Windows 98/2000/XP • SIFT – Financial Database • Microsoft Office • Fundware/F9 	<ul style="list-style-type: none"> • PEARS/CHAMP/WFM • NCAS/SAP • Fluent in Portuguese and Spanish.
Education	<p>Hesser College</p> <ul style="list-style-type: none"> • Bachelor of Science, Business Administration – Oct 2005 • Trained Medical Translator – Portuguese/Spanish <p>Southern NH University</p> <ul style="list-style-type: none"> • Pursuing MBA and Financial/International Business Certification. 	

Donna Curley

Professional Experience

Harbor Homes, Inc., Nashua, NH

July 2010 – Present

HMIS Project Manager & Database Administrator

- I manage day-to-day operational aspects of New Hampshire HMIS (Homeless Management Information System) project, which includes overall Database administration, delivering training, prepare and disseminate reports within the guideline of the grants requirements, Supported 43 agencies, 179 programs & 97 users across 3 Continua of Care (CoC), act as a liaison with software vendor.
- Overall project management and general support to ensure sixty individual agencies, three Continuum of Care, and the entire state of New Hampshire have the accurate reports necessary to ensure funding is maintained or increased
- Implement a variety of systems designed to improve the NH HMIS project as well as create and execute project work plans and revise as appropriate to meet changing needs and requirements.
- Acts as liaison with the software vendor to ensure ongoing account licensing and maintenance and support issues are addressed.

The New England Job Show, Chelmsford, MA
Sr. Producer/Director & Technology Director

April 2009 – Present

I am currently participating in an initiative where I am the Senior Producer/Director and Technology Director for a local cable TV show that focuses on a job search in the current economy. The show is formatted and uploaded to the web.

Nortel Networks, Inc. (formerly Bay Networks, SynOptics, Coral), Billerica, MA Nov. 1997 – Jan. 2009
A Global Corporation that delivered both service provider and enterprise networks
Showcase Systems Engineer

Selected as an expert presentation and demonstration showcase engineer for the Global Marketing Events team. Supported mobile marketing tractor-trailer trucks in the field, as well as designed and implemented truck, tradeshow and event networks.

- Increased revenue by 150% by the re-design and implementation of a mobile marketing demonstration unit, an expandable tractor-trailer briefing center. Recognized with Silver Star Appreciation Award in 2008 for exceptional technical configuration, implementation, presentation and live demonstration support for mobile marketing project.
- Saved 9k by reducing telecom expenses at the Global Sales Conference. Received Global Marketing Board Recognition Award in 2007 for cost savings, technical design and support for the Nortel Global Sales Conference at the MGM Grand Convention Center in Las Vegas. Designed, configured and installed show network utilizing hotel infrastructure during that delivered all data, voice and video content.
- Increased market and mind share of the WiMAX product line. Received Global Marketing Board Recognition Award in 2007 for technical design and support for the WiMAX World tradeshow at the Boston Convention Center. Designed, configured and installed booth network for the show.

Bay Networks (purchased by Nortel in 1999), Billerica, MA
A Global corporation that delivered both service provider and enterprise networks
System Test Engineer IV

Oct. 1994 - Nov. 1997

- Delivered several many successful product releases on schedule. Developed and executed test plans to validate the system level of the multi-protocol router products in the release schedule.
- Lead SQA team and managed inter-organization communication for software release.
- Extensive experience with software development processes, SQA Test processes, methodologies and the on time delivery of software releases.

SynOptics (merged with Wellfleet to form Bay Networks, 1994) Westborough, MA Oct. 1993 – Oct. 1994
A Global Corporation that delivered enterprise networks
Software Quality Engineer

- **System Administrator:** Managed the LAN/WAN corporate network. Rebuilt and restored server farm after catastrophic system failure. Worked round the clock to restore system and maintain strict release schedule. Acquired a significant understanding of various aspects of network management techniques, network protocols and video conferencing.
- **Software Test Engineer:** Created and executed test plans for multi-protocol router. Achieved deliverables on schedule and within budget. Delivered tested software to system administrator for installation on Alpha network.
- **Software Release Engineer:** Performed software release process including software builds and work with the development team to debug compiler problems. Replicated software to be delivered to SQA while adhering to rigorous deadlines.

Coral Networks Corp, (purchased by SynOptics in 1993) Westborough, MA
A Startup Company
Software Quality Engineer

May 1993 – Oct. 1993

- Performed same responsibilities as listed in SynOptics.

Volunteer History

Next Gig Productions, Chelmsford, MA
Member of the Board, Treasurer

Dec. 2009 – Present

Education/Certifications

Bachelor of Science, Computer Science, Merrimack College, North Andover, MA
Certificate in Data Communications, Northeastern University, Boston, MA

Qualified Nortel Sales Professional (QSP) 2008 – Unified Communication, Converged Data Enterprise (Ethernet Switching, POE, and Secure Router), Small and Medium Businesses, Fundamental (Data, Voice, Mobility & Security).

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President & CEO	\$166,115	0%	\$0
Miles Pendry	IT Director	\$68,000	10%	\$6,800
Ana Pancine	Finance Specialist	\$60,000	0%	\$0
Donna Curley	Program Manager	\$65,000	65%	\$42,250



9/4/13
W
#43

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

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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

August 14, 2013

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

Sole Source
Retroactive

Requested Action

Authorize the Department of Health and Human Services, Office of Human Services, Division of Community Based Services to **retroactively** amend an existing **sole source** agreement with Harbor Homes, Inc., 45 High Street Nashua, NH 03060 (Vendor Code 155358-B001) to provide services for homeless individuals and families by increasing the contract amount by \$147,344 from \$173,787 to \$321,131, and extending the completion date from July 31, 2013 to July 31, 2014, effective the date of Governor and Council approval. *100% Federal Funds*

Governor and Executive Council approved the original agreement on July 11, 2012 (Item #43A) and a subsequent amendment on December 5, 2012 (Item #35).

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

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

SFY	Class/Account	Class Title	Activity Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2013	102-500731	Contract for Program Services	95807176	\$159,373	\$0	\$159,373
2014	102-500731	Contract for Program Services	42306130/42306010	\$14,414	\$135,482	\$149,896
2015	102-500731	Contract for Program Services	42306130	\$0	\$11,862	\$11,862
			TOTAL	\$173,787	\$147,344	\$321,131

Explanation

The purpose of this **sole source retroactive** request is to fund the New Hampshire Statewide Homeless Management Information System serving homeless individuals and families through July 31, 2014. This agreement provides funds from the Department of Housing and Urban Development McKinney-Vento Act's Homeless Assistance Continuum of Care Competition. The Department of Housing and Urban Development requires a Continuum process for communities seeking these funds and provides a Homeless Management Information System grant to each Continuum. A Continuum is a coordinated planning approach to setting priorities for the housing and service needs of homeless people within a specific area. New Hampshire has three Continua (Manchester, Nashua, and Balance of State). Each Continuum includes broad participation of community stakeholders. This is a sole source contract because the Department of Housing and Urban Development requires these funds be utilized through a single Lead or Sponsor agency, as a result, the additional funds could not be allocated through a bid process. This contract is retroactive because of the vendors delay in returning the executed contract.

The additional funding of \$147,344 is through the Department of Housing and Urban Development McKinney-Vento Act's Homeless Assistance Continuum of Care funding for the New Hampshire Statewide Homeless Management Information System and the Emergency Solutions Grant program. The Emergency Solutions Grant funds will improve the operational capacity of the NH Homeless Information System and meet the data entry and reporting needs of all NH programs engaged in Homelessness Prevention and Rapid Re-Housing actions as defined in Department of Housing and Urban Development Emergency Solutions Grant policies issued December 5, 2011.

The Homeless Management Information System program is a Federal mandate set forth in the Conference Report (H.R. Report 106-988) on the Federal Fiscal Year 2001 Department of Housing and Urban Development Appropriations Act and is described in the July 30, 2004 Federal Register (Homeless Management Information Systems; Data and Technical Standards Final Notice; Notice). This action is funded through McKinney-Vento Homeless Assistance grants provided to the NH Department of Health and Human Services, Bureau of Homeless and Housing by the Department of Housing and Urban Development. The grants fund the acquisition, implementation, training, and operation of a web-based Homeless Management Information System by Harbor Homes, Inc., a nonprofit organization. Harbor Homes, Inc. shall utilize the McKinney-Vento Homeless Management Information System Grant pursuant to this Agreement to enable homeless shelters and service providers throughout the State to collect uniform information about clients satisfying the Congressional requirement for nationwide unduplicated client-level homelessness data reporting. The grant budget includes equipment, software licenses, program management, training and technical-support labor resources.

This system is regulated through policies and procedures that all participating shelters and programs are required to follow. The policies and procedures define responsibilities by all system users in actions that include system security, local system administration, and client confidentiality.

This is the only Homeless Management Information System project funded by the Department of Housing and Urban Development in New Hampshire and is consistent with the centralized statewide Homeless Management Information System architecture developed and adopted by the New Hampshire Continuums in 2002 with the Department of Housing and Urban Development's technical assistance.

Alternatives and Benefits

Alternatives to contracting these services include utilizing funds from local community organizations such as emergency homeless shelters to support this system. This would result in a decentralized data system that could only be supported in regions that can accrue the necessary local funds for software and services. Many, if not all, of New Hampshire's homeless shelters and permanent and transitional supportive housing and outreach programs that currently receive federal funding through the Department of Housing and Urban Development will not be able to utilize the federally mandated Homeless Management Information System and, therefore, will no longer be eligible to receive that federal funding. This will eliminate the capacity for many community programs supporting homeless individuals and families to operate. Based on State Fiscal Year 2012 data on persons served, approximately 728 individuals would not receive transitional housing services; 875 individuals would not receive permanent housing services; 3,574 homeless individuals would not receive outreach services; 4,825 individuals, including 847 children would have severely limited access to emergency shelter; and countless full time jobs would be eliminated.

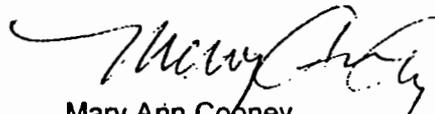
In addition, an option to build this system in-house using DoIT staff was considered. However, it was determined that DoIT would not have the resources available for this project.

Benefits to the Department include improved capacity to measure the aspects of homelessness in New Hampshire, and improving the ability for local programs that assist people who are homeless maintain eligibility for continued federal funding. Collateral project goals are to use Homeless Management Information System software to improve homeless shelter resource sharing, automated eligibility determinations, and linkages to mainstream assistance programs for New Hampshire homeless clients. Improve coordination of essential services and supports that address and alleviate homelessness.

Source of Funds: 100% Federal

Area Served: Statewide.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by: 
Nicholas A. Toumpas
Commissioner

WLB



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

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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

August 5, 2013

Peter Hastings
Commissioner
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Requested Action and Explanation

The Department of Health and Human Services (DHHS), Office of Human Services, Bureau of Homeless and Housing Services (BHHS), respectfully requests approval to amend an agreement with Harbor Homes, Inc., 45 High Street Nashua, NH 03060 (Vendor Code 155358-B001) to provide services for homeless individuals and families by increasing the contract amount by \$147,344 from \$173,787 to \$321,131. The expiration date of the contract is extended from July 31, 2013 to July 31, 2014.

Explanation

The purpose of this action is to fund the New Hampshire Statewide Homeless Management Information System serving homeless individuals and families through July 31, 2014. This agreement provides funds from the Department of Housing and Urban Development McKinney-Vento Act's Homeless Assistance Continuum of Care competition. The Department of Housing and Urban Development requires a Continuum process for communities seeking these funds and provides a Homeless Management Information System grant to each Continuum. A Continuum is a coordinated planning approach to setting priorities for the housing and service needs of homeless people within a specific area. New Hampshire has three Continua (Manchester, Nashua, and Balance of State). Each Continuum includes broad participation of community stakeholders.

The additional funding of \$147,344 is through the Department of Housing and Urban Development McKinney-Vento Act's Homeless Assistance Continuum of Care funding for the New Hampshire Statewide Homeless Management Information System and the Emergency Solutions Grant program. The Emergency Solutions Grant funds will improve the operational capacity of the NH Homeless Information System and meet the data entry and reporting needs of all NH programs engaged in Homelessness Prevention and and Rapid Re-Housing actions as defined in Department of Housing and Urban Development Emergency Solutions Grant policies issued December 5, 2011.

The Homeless Management Information System program is a Federal mandate set forth in the Conference Report (H.R. Report 106-988) on the Federal Fiscal Year 2001 Department of Housing and Urban Development Appropriations Act and is described in the July 30, 2004 Federal Register (Homeless Management Information Systems; Data and Technical Standards Final Notice; Notice). This action is funded through McKinney-Vento Homeless Assistance grants provided to the BHHS by the Department of Housing and Urban Development. The



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
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Peter C. Hastings
Commissioner

August 20, 2013

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Harbor Homes Corporation of Nashua, NH as described below and referenced as DoIT No. 2012-161C.

This is a request to enter into a contract amendment to fund the New Hampshire Statewide Homeless Management Information System serving New Hampshire homeless individuals and families. The system collects uniform information about clients satisfying the federal requirement for nationwide unduplicated client-level homelessness data reporting. The grant budget includes equipment, software licenses, program management, training and technical-support labor resources. The amount of the contract amendment is not to exceed \$173,787 and shall extend through July 31, 2014, effective upon Governor and Executive Council approval.

A copy of this letter should accompany the Department of Health and Human Services submission to the Governor and Executive Council for approval.

Sincerely,

Peter C. Hastings
Commissioner

PCH/ltn
Contract #2012-160C

cc: Walther Faasen, DHHS
Leslie Mason, DoIT



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Homeless Management Information System Contract**

This 2nd Amendment to the Homeless Management Information System contract (hereinafter referred to as "Amendment #2") dated this July 30th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Harbor Homes, Inc. (hereinafter referred to as "the Contractor"), a New Hampshire nonprofit corporation with a place of business at 45 High Street, Nashua, New Hampshire.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 11, 2012, and amended by an agreement (first Amendment to the Contract) approved on December 5, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may at its sole discretion, extend the completion date by one year by written agreement of the parties;

WHEREAS the State desires to maintain the Statewide Homeless Management Information system;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
 - a) Change Completion date in Block 1.7 of the P-37 to read July 31, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$ 321,131.00

- 2) Amendment and modification of Exhibit A;

Delete:

2. SERVICES:

Based on the continued receipt/availability of federal funds, the Contractor shall utilize \$144,519.00 for State Fiscal Year 2013 and \$29,268.00 for State Fiscal Year 2014 for a total of \$173,787.00 from the HUD Supported Housing Program (SHP) and the HUD Emergency Solutions Grants (ESG), to allow the Contractor to implement the HMIS final data and technical standards in a statewide HMIS system, with authority to adjust amounts between State Fiscal Years if needed and justified.

Replace with:

2. SERVICES:

Based on the continued receipt/availability of federal funds, the Contractor shall utilize \$159,373.00 for State Fiscal Year 2013, \$149,896.00 for State Fiscal Year 2014 and \$11,862.00 for State Fiscal Year 2015 for a total of \$321,131.00 from the HUD Supported Housing Program (SHP) and the HUD Emergency Solutions Grants (ESG), to allow the Contractor to implement the HMIS final data and technical standards in a statewide HMIS system, with authority to adjust amounts between State Fiscal Years if needed and justified.

- 3) Amendment and modification of Exhibit B;

Delete:

Amount: \$173,787.00

Replace with:

Amount: \$321,131.00

New Hampshire Homeless Management Information System



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

08/15/13
Date

Mary Ann Cooney
Mary Ann Cooney
Associate Commissioner
Office of Human Services

Harbor Homes, Inc.

7/31/13
Date

Peter Kelleher
Name: Peter Kelleher
Title: President & CEO

Acknowledgement:

State of New Hampshire County of Hillsborough on July 31st 2013, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Laurel Lefavor
Name and Title of Notary or Justice of the Peace

LAUREL A. LEFAVOR, Notary Public
My Commission Expires September 22, 2015

New Hampshire Homeless Management Information System



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/14/17
Date

M.K. Brown
Name: Michael K. Brown
Title: Sr. Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Admin. Svcs.
11/6/12

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

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate
Commissioner

BUREAU OF HOMELESS AND HOUSING SERVICES

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

September 25, 2012

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

APPROVED BY _____
DATE 10/5/12
PAGE 5
ITEM # 35

Requested Action

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to amend Purchase Order number 1017462 with Harbor Homes, Inc., 45 High Street, Nashua, NH 03060, vendor code 155358-B001, for homeless assistance services by increasing the price limitation by \$32,568.00 from \$141,219.00 to \$173,787.00, effective the date of Governor and Council approval through July 31, 2013. This agreement was originally approved by Governor and Council on July 11, 2012, item number 43A. Funds are available in the following accounts for SFY 2013 and are anticipated to be available in SFY 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.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2013	102-500731	Contracts for program services	\$129,519.00	\$29,854.00	\$159,373.00

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	Class/Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2014	102-500731	Contracts for program services	\$ 11,700.00	\$ 2,714.00	\$ 14,414.00
Totals			\$141,219.00	\$32,568.00	\$173,787.00

Explanation

The purpose of this action is to add funds from an additional federal grant to fund the New Hampshire Statewide Homeless Management Information System serving homeless individuals and families through July 31, 2013. The existing agreement provides funds from the Department of Housing and Urban Development McKinney-Vento Act's Homeless Assistance Continuum of Care competition. The Department of Housing and Urban Development requires a Continuum process for communities seeking these funds and provides a Homeless Management Information System grant to each Continuum. A Continuum is a coordinated planning approach to setting priorities for the housing and service needs of homeless people within a specific area. New Hampshire has three Continua (Manchester, Nashua, and Balance of State). Each Continuum includes broad participation of community stakeholders.

The additional funding of \$32,568.00 is through the Emergency Solutions Grants program, and will improve the operational capacity of NH Homeless Management Information System to meet the data entry and reporting needs of all NH programs engaged in Homelessness Prevention and Rapid Re-Housing actions as defined in Department of Housing and Urban Development Emergency Solutions Grants policies issued on December 5, 2011.

The Homeless Management Information System program is a Federal mandate set forth in the Conference Report (H.R. Report 106-988) on the Federal Fiscal Year 2001 Department of Housing and Urban Development Appropriations Act and is described in the July 30, 2004 Federal Register (Homeless Management Information Systems; Data and Technical Standards Final Notice; Notice). This action is funded through McKinney-Vento Homeless Assistance grants provided to the Bureau of Homeless and Housing Services by the Department of Housing and Urban Development. The grants fund the acquisition, implementation, training, and operation of a web-based Homeless Management Information System by Harbor Homes, Inc., a nonprofit organization. Harbor Homes, Inc. shall utilize the McKinney-Vento Homeless Management Information System Grant pursuant to this Agreement to enable homeless shelters and service providers throughout the State to collect uniform information about clients satisfying the Congressional requirement for nationwide unduplicated client-level homelessness data reporting. The grant budget includes equipment, software licenses, program management, training and technical-support labor resources.

This system is regulated through policies and procedures that all participating shelters and programs are required to follow. The policies and procedures define responsibilities by all system users in actions that include system security, local system administration, and client confidentiality.

This is the only Homeless Management Information System project funded by the Department of Housing and Urban Development in New Hampshire and is consistent with the centralized statewide Homeless Management Information System architecture developed and adopted by the New Hampshire Continuum in 2002 with the Department of Housing and Urban Development's technical assistance.

Should Governor and Executive Council determine not to approve this Request, New Hampshire homeless shelters and permanent and transitional supportive housing and outreach programs that currently receive federal funding through the Department of Housing and Urban Development will not be able to utilize the federally mandated Homeless Management Information System and, therefore, will no longer be eligible to receive that federal funding. This will eliminate the capacity for many community programs supporting homeless individuals and families to operate. Based on State Fiscal Year 2011 data on persons served, approximately 1,142 individuals would not receive transitional housing services; 901 individuals would not receive permanent housing services; 3,231 homeless individuals would not receive outreach services; and countless full time jobs would be eliminated.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
Page 3

The original contract was approved by Governor and Executive Council on July 11, 2012, item #43A.
See copy attached.

Area served: Statewide

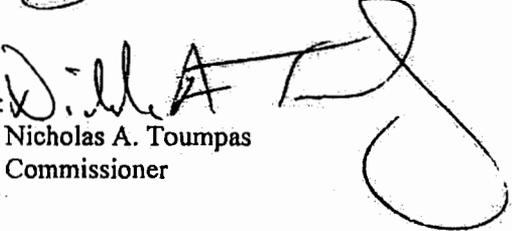
Source of funds: 100% Federal Funds.

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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

S. William Rogers
Commissioner

September 20, 2012

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Harbor Homes Corporation of Nashua, NH as described below and referenced as DoIT No. 2012-161.

This is a request to enter into a contract amendment to fund the New Hampshire Statewide Homeless Management Information System serving New Hampshire homeless individuals and families. The system collects uniform information about clients satisfying the federal requirement for nationwide unduplicated client-level homelessness data reporting. The grant budget includes equipment, software licenses, program management, training and technical-support labor resources. The amount of the contract amendment is not to exceed \$173,787 and shall be effective upon Governor and Council approval through July 31, 2013.

A copy of this letter should accompany the Department of Health and Human Services submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Rogers".

S. William Rogers

SWR/ltn
Contract #2012-160

cc: Bernard Bluhm, DHHS
Leslie Mason, DoIT



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 1-800-852-3346 Ext. 5059
Fax: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 17, 2012

S. William Rogers
Commissioner
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Requested Action and Explanation

The Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services, respectfully requests approval to amend an agreement with Harbor Homes, Inc., 45 High Street, Nashua, NH 03060 (Vendor Code 155358-B001) to provide services for homeless individuals and families from the amount of \$141,219.00 to the amount of \$173,787.00. This amount amends an award effective November 1, 2012, through July 31, 2013. Funds are available in the following account for State Fiscal Year 2013 as appropriated and are anticipated to be available in State Fiscal Year 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts if needed and justified between State Fiscal Years.

Explanation

The purpose of this action is to add funds from an additional federal grant to fund the New Hampshire Statewide Homeless Management Information System serving homeless individuals and families through July 31, 2013. The existing agreement provides funds from the Department of Housing and Urban Development McKinney-Vento Act's Homeless Assistance Continuum of Care competition. The Department of Housing and Urban Development requires a Continuum process for communities seeking these funds and provides a Homeless Management Information System grant to each Continuum. A Continuum is a coordinated planning approach to setting priorities for the housing and service needs of homeless people within a specific area. New Hampshire has three Continua (Manchester, Nashua, and Balance of State). Each Continuum includes broad participation of community stakeholders.

The additional funding of \$32,568.00 is through the Emergency Solutions Grants program, and will improve the operational capacity of NH Homeless Management Information System to meet the data entry and reporting needs of all NH programs engaged in Homelessness Prevention and Rapid Re-Housing actions as defined in Department of Housing and Urban Development Emergency Solutions Grants policies issued on December 5, 2011.

The Homeless Management Information System program is a Federal mandate set forth in the Conference Report (H.R. Report 106-988) on the Federal Fiscal Year 2001 Department of Housing and Urban Development Appropriations Act and is described in the July 30, 2004 Federal Register (Homeless Management Information Systems; Data and Technical Standards Final Notice; Notice). This action is funded through McKinney-Vento Homeless Assistance grants provided to the Bureau of Homeless and Housing Services by the Department of Housing and Urban Development. The grants fund the acquisition, implementation, training, and operation of a web-based Homeless Management Information System by Harbor Homes, Inc., a nonprofit organization. Harbor

Homes, Inc. shall utilize the McKinney-Vento Homeless Management Information System Grant pursuant to this Agreement to enable homeless shelters and service providers throughout the State to collect uniform information about clients satisfying the Congressional requirement for nationwide unduplicated client-level homelessness data reporting. The grant budget includes equipment, software licenses, program management, training and technical-support labor resources.

This system is regulated through policies and procedures that all participating shelters and programs are required to follow. The policies and procedures define responsibilities by all system users in actions that include system security, local system administration, and client confidentiality.

This is the only Homeless Management Information System project funded by the Department of Housing and Urban Development in New Hampshire and is consistent with the centralized statewide Homeless Management Information System architecture developed and adopted by the New Hampshire Continuums in 2002 with the Department of Housing and Urban Development's technical assistance.

Alternatives and Benefits

Alternatives to contracting these services include utilizing funds from local community organizations such as emergency homeless shelters to support this system. This would result in a decentralized data system that could only be supported in regions that can accrue the necessary local funds for software and services. Many, if not all, of New Hampshire's homeless shelters and permanent and transitional supportive housing and outreach programs that currently receive federal funding through the Department of Housing and Urban Development will not be able to utilize the federally mandated Homeless Management Information System and, therefore, will no longer be eligible to receive that federal funding. This will eliminate the capacity for many community programs supporting homeless individuals and families to operate. Based on State Fiscal Year 2011 data on persons served, approximately 1,142 individuals would not receive transitional housing services; 901 individuals would not receive permanent housing services; 3,231 homeless individuals would not receive outreach services; 4,942 individuals, including 940 children, would have severely limited access to emergency shelter; and countless full time jobs would be eliminated.

In addition, an option to build this system in-house using DoIT staff was considered. However, it was determined that DoIT would not have the resources available for this project.

Benefits to the Department of Health and Human Services include improved capacity to measure the aspects of homelessness in New Hampshire, and improving the ability for local programs that assist people who are homeless maintain eligibility for continued federal funding. Collateral project goals are to use Homeless Management Information System software to improve homeless shelter resource sharing, automated eligibility determinations, and linkages to mainstream assistance programs for New Hampshire homeless clients. Improve coordination of essential services and supports that address and alleviate homelessness.

Open Standards

This amendment is for enhancements to a system already in operation; therefore, the requirements for Open Source Software and Open Data Formats does not apply.

Supporting Documentation

- o Contract 2012-160 with Harbor Homes, Inc.
- o Draft Governor and Council Letter

Summary of Requested Action

Date of most recently approved NHITP: NA NHITP Initiative / Project Name: <u>DHHS, Bureau of Homeless and Housing Services</u> NHITP Initiative / Project Number: <u>05-95-95-958310-7176</u> A&E System Request ID: NA
--

Requisition Information:

Vendor Name Harbor Homes, Inc.

Funding Sources and Amounts:

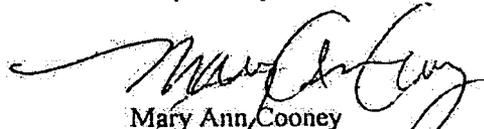
	* Object Code(s)	FY2013	FY2014	Total
STATE				
FEDERAL	102-500731	\$159,373	\$14,414	\$173,787
OTHER (Specify Source, i.e.: Registration Fees)				
TOTAL		\$159,373	\$14,414	\$173,787

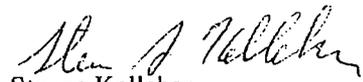
Contact Person: Maureen U. Ryan, Bureau Administrator
NH DHHS/OHS
Bureau of Homeless and Housing Services
105 Pleasant Street
Concord, NH 03301
Telephone: (603) 271-5043
Fax: (603) 271-5139
maureen.u.ryan@dhhs.state.nh.us

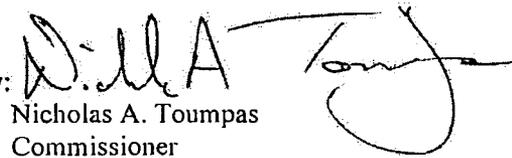
Certification

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner


Steven Kelleher
Information Technology Manager, DHHS
NH Department of Information Technology

Approved by: 
Nicholas A. Toumpas
Commissioner

Contract #2012-160

CC: Leslie Mason, IT Manager
Steven Kelleher, DHHS IT Manager
Bernard W. Bluhm, BHHS Program Manager

**HARBOR HOMES, INC.
HUD HMIS GRANT
March 6, 2012**

List of Geographic Areas Served:

This grant serves the entire State of New Hampshire.

AMENDMENT TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), dated this 10th day of September, 2012 between the State of New Hampshire, acting by and through the Bureau of Homeless and Housing Services, and Harbor Homes, Inc., a non-profit organization organized under the laws of the State of New Hampshire with a place of business at 45 High Street, Nashua, NH 03060 (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement dated February 22, 2012, the Contractor has agreed to provide certain services upon the terms and conditions specified in the Agreement, in consideration of payment by the Bureau of Homeless and Housing Services of certain sums specified therein; and

WHEREAS, pursuant to paragraph 18 of the Agreement, the Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties thereto and only after the approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire;

WHEREAS, the Bureau of Homeless and Housing Services and the Contractor have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Agreement and set forth herein, the parties do hereby agree as follows:

1. Amendment and Modification of Agreement

The contract is hereby amended as follows:

- 1.1 By deleting, in subparagraph 1.8 of the General Provisions the number \$141,219.00 and substituting therefor the number \$173,787.00.

2. Amendment and Modification of Exhibit A, Scope of Services

- 2.1 By replacing 2. Services with the following: Based on the continued receipt/availability of federal funds, the Contractor shall utilize \$144,519.00 for State Fiscal Year 2013 and \$29,268.00 for State Fiscal Year 2014 for a total of \$173,787.00 from the HUD Supported Housing Program (SHP) and the HUD Emergency Solutions Grants (ESG), to allow the Contractor to implement the HMIS final data and technical standards in a statewide HMIS system, with authority to adjust amounts between State Fiscal Years if needed and justified.

3. Amendment and Modification of Exhibit B, Payment Method

- 3.1 By changing Program Title in Federal Funds: to Supportive Housing Program and Emergency Solutions Grants, Homeless Management Information System.

- 3.2 By changing the amount in Federal Funds: from \$141,219.00 to \$173,787.00.

4. Effective Date of Amendment: The effective date of this action is the date of Governor and Council approval through July 31, 2013.

5. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of the Agreement, the Agreement and the obligation of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written above.

THE STATE OF NEW HAMPSHIRE
Bureau of Homeless and Housing Services

By: Maureen Ryan
Maureen Ryan, Bureau Administrator

Harbor Homes, Inc.

By: Peter Kelleher
Peter Kelleher, Executive Director

STATE OF NEW HAMPSHIRE

County of Hillsborough

The foregoing instrument was acknowledged before me this 10th day of September,
2012, by Peter Kelleher

Laurel Lefavor
Signature

Laurel Lefavor Notary Public
Name and Title

LAUREL A. LEFAVOR, Notary Public
My Commission Expires September 22, 2015

Approved as to form, execution, and substance:

OFFICE OF THE ATTORNEY GENERAL

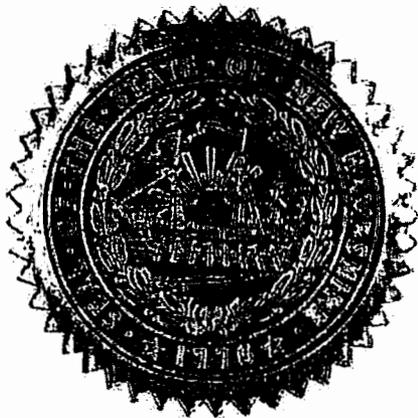
By: Richard A. Merritt
~~Assistant Attorney General~~
Richard A. Merritt

Date: 21 Oct. 2012

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 HARBOR HOMES, INC. is a New Hampshire nonprofit corporation formed February 15, 1980. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Laurie Goguen, do hereby certify that:

1. I am the duly elected Clerk of Harbor Homes Inc
Name of Corporation
(hereinafter the "Corporation").

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation held on September, 10th, 2012.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Human Services, Bureau of Homeless and Housing Services, concerning the following matter: HUD Homeless Management Information System.

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of September 10th, 2012.

Peter Kelleher is duly elected (Executive Director) (President) (Vice President) (Treasurer) of the Corporation.

(Seal)
(Corporation)

Laurie Goguen
Signature of Board Secretary

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 10th day of September, 2012

by Laurie Goguen
Name of Board Secretary

(Seal)
(Notary Public)

LINDA CARTER
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
April 5, 2016

Linda Carter
Name:
Title: Notary Public/Justice of the Peace
Commission Expires:

ACORD

CERTIFICATE OF LIABILITY INSURANCE

Client#: 23665

HARH01

DATE (MM/DD/YYYY)
6/29/2012

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 THE SADLER INSURANCE AGENCY 24 Railroad Square P.O. Box 2021 Nashua, NH 03061	CONTACT NAME: Tara Dean PHONE (A/C, No, Ext): 603 883-0511 E-MAIL ADDRESS: tdean@sadlerinsurance.com	FAX (A/C, No): (603) 883-6046													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : General Insurance Co of America</td> <td></td> </tr> <tr> <td>INSURER B : American States Ins Co</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : General Insurance Co of America		INSURER B : American States Ins Co		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED Harbor Homes, Inc. 45 High Street Nashua, NH 03060															

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	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJE <input type="checkbox"/> LOC <input type="checkbox"/>			24CC13471550	07/01/2012	07/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Agg one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			01CH15882150	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			01SU38350150	07/01/2012	07/01/2013	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			HLP7742518D	07/01/2012	07/01/2013	\$1,000,000 per incident \$3,000,000 aggregate

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

CERTIFICATE HOLDER State of New Hampshire Department of Health & Human Services; Bureau of Homeless & Housing Attn: Anne Pocock 105 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Tara C. Dean</i>

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Admin Services 6/27/12



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

Nicholas A. Toumpas
Commissioner

BUREAU OF HOMELESS AND HOUSING SERVICES

Nancy L. Rollins
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

March 19, 2012

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

APPROVED BY _____
DATE 7/11/12
PAGE 7
ITEM # 43A

Requested Action

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Homeless and Housing Services to enter into an Agreement with Harbor Homes, Inc., 45 High Street, Nashua, NH 03060, vendor code 155358-B001, to provide services for homeless individuals and families in an amount not to exceed \$141,219.00. This amount represents an award effective August 1, 2012, through July 31, 2013. Funds are available in the following account for State Fiscal Year 2013 as appropriated and are anticipated to be available in State Fiscal Year 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts if needed and justified between State Fiscal Years.

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	\$129,519.00
2014	05-95-95-958310-7176	102-500731	Contracts for program services	<u>11,700.00</u>
				\$141,219.00

Explanation

The purpose of this action is to fund the New Hampshire Statewide Homeless Management Information System serving homeless individuals and families through July 31, 2013. This agreement provides funds from the Department of Housing and Urban Development McKinney-Vento Act's Homeless Assistance Continuum of Care competition. The Department of Housing and Urban Development requires a Continuum process for communities seeking these funds and provides a Homeless Management Information System grant to each Continuum. A Continuum is a coordinated planning approach to setting priorities for the housing and service needs of homeless people within a specific area. New Hampshire has three Continuums (Manchester, Nashua, and Balance of State). Each 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 notifies all participants in the Continuum to submit project renewal applications. The Department of Housing and Urban Development scores the application and awards funding based on their criteria. The Bureau receives notification from the Department of Housing and Urban Development several months later regarding the awards.

The Homeless Management Information System program is a Federal mandate set forth in the Conference Report (H.R. Report 106-988) on the Federal Fiscal Year 2001 Department of Housing and Urban Development Appropriations Act and is described in the July 30, 2004 Federal Register (Homeless Management Information Systems; Data and Technical Standards Final Notice; Notice). This action continues the New Hampshire Homeless Management Information System program, and the consolidation of the three McKinney-Vento Homeless Assistance competitive grant funds provided to the Bureau by the Department of Housing and Urban Development. The grants fund the acquisition, implementation, training, and operation of a web-based Homeless Management Information System by Harbor Homes, Inc., a nonprofit organization. Harbor Homes, Inc. shall utilize McKinney-Vento Homeless Management Information System Grant pursuant to this Agreement to enable homeless shelters and service providers throughout the State to collect uniform information about clients satisfying the Congressional requirement for nationwide unduplicated client-level homelessness data reporting. Collateral project goals are to use Homeless Management Information System software to improve homeless shelter resource sharing, automated eligibility determinations, and linkages to mainstream assistance programs for New Hampshire homeless clients. The grant budget includes equipment, software licenses, program management, training and technical-support labor resources.

This is the only Homeless Management Information System project funded by the Department of Housing and Urban Development in New Hampshire and is consistent with the centralized statewide Homeless Management Information System architecture developed and adopted by the New Hampshire Continuums in 2002 with the Department of Housing and Urban Development's technical assistance.

Should Governor and Executive Council determine not to approve this Request, New Hampshire homeless shelters and permanent and transitional supportive housing and outreach programs that currently receive federal funding through the Department of Housing and Urban Development will not be able to utilize the federally mandated Homeless Management Information System and, therefore, will no longer be eligible to receive that federal funding. This will eliminate the capacity for many community programs supporting homeless individuals and families to operate. Based on State Fiscal Year 2011 data on persons served, approximately 1,142 individuals would not receive transitional housing services; 901 individuals would not receive permanent housing services; 3,231 homeless individuals would not receive outreach services; and countless full time jobs would be eliminated.

Area served: statewide.

Source of funds: 100% Federal Funds.

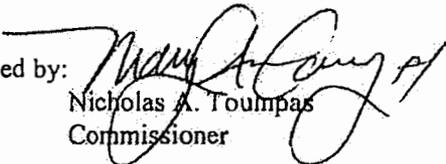
In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toulmpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

S. William Rogers
Commissioner

June 26, 2012

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

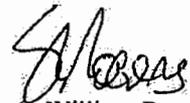
Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Harbor Homes Corporation of Nashua, NH as described below and referenced as DoIT No. 2012-161.

This is a request to enter into a contract to fund the New Hampshire Statewide Homeless Management Information System serving New Hampshire homeless individuals and families. The system collects uniform information about clients satisfying the federal requirement for nationwide unduplicated client-level homelessness data reporting. The grant budget includes equipment, software licenses, program management, training and technical-support labor resources. The amount of the contract is not to exceed \$141,219 and shall be effective upon Governor and Council through July 31, 2013.

A copy of this letter should accompany the Department of Health and Human Services submission to the Governor and Executive Council for approval.

Sincerely,


S. William Rogers

SWR/lrm
Contract #2012-160

cc: Bernard Bluhm, DHHS
Leslie Mason, DoIT



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
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

June 11, 2012

S. William Rogers
Commissioner
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Requested Action and Explanation

The Department of Health and Human Services (DHHS), Division of Community Based Care Services (DCBCS), Bureau of Homeless and Housing Services (BHHS), respectfully requests approval to enter into an agreement with Harbor Homes, Inc., 45 High Street Nashua, NH 03060 (Vendor Code 155358-B001) to provide services for homeless individuals and families in the amount of \$141,219.00.

This amount represents an award effective August 1, 2012, through July 31, 2013. Funds are available in the following account for State Fiscal Year 2013 as appropriated and are anticipated to be available in State Fiscal Year 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts if needed and justified between State Fiscal Years.

Explanation

The purpose of this action is to fund the New Hampshire Statewide Homeless Management Information System serving homeless individuals and families through July 31, 2013. This agreement provides funds from the Department of Housing and Urban Development McKinney-Vento Act's Homeless Assistance Continuum of Care competition. The Department of Housing and Urban Development requires a Continuum process for communities seeking these funds and provides a Homeless Management Information System grant to each Continuum. A Continuum is a coordinated planning approach to setting priorities for the housing and service needs of homeless people within a specific area. New Hampshire has three Continua (Manchester, Nashua, and Balance of State). Each Continuum includes broad participation of community stakeholders.

The Homeless Management Information System program is a Federal mandate set forth in the Conference Report (H.R. Report 106-988) on the Federal Fiscal Year 2001 Department of Housing and Urban Development Appropriations Act and is described in the July 30, 2004 Federal Register (Homeless Management Information Systems; Data and Technical Standards Final Notice; Notice). This action is funded through McKinney-Vento Homeless Assistance

grants provided to the BHHS by the Department of Housing and Urban Development. The grants fund the acquisition, implementation, training, and operation of a web-based Homeless Management Information System by Harbor Homes, Inc., a nonprofit organization. Harbor Homes, Inc. shall utilize the McKinney-Vento Homeless Management Information System Grant pursuant to this Agreement to enable homeless shelters and service providers throughout the State to collect uniform information about clients satisfying the Congressional requirement for nationwide unduplicated client-level homelessness data reporting. The grant budget includes equipment, software licenses, program management, training and technical-support labor resources.

This system is regulated through policies and procedures that all participating shelters and programs are required to follow. The policies and procedures define responsibilities by all system users in actions that include system security, local system administration, and client confidentiality.

This is the only Homeless Management Information System project funded by the Department of Housing and Urban Development in New Hampshire and is consistent with the centralized statewide Homeless Management Information System architecture developed and adopted by the New Hampshire Continuums in 2002 with the Department of Housing and Urban Development's technical assistance.

Alternatives and Benefits

Alternatives to contracting these services include utilizing funds from local community organizations such as emergency homeless shelters to support this system. This would result in a decentralized data system that could only be supported in regions that can accrue the necessary local funds for software and services. Many, if not all, of New Hampshire's homeless shelters and permanent and transitional supportive housing and outreach programs that currently receive federal funding through the Department of Housing and Urban Development will not be able to utilize the federally mandated Homeless Management Information System and, therefore, will no longer be eligible to receive that federal funding. This will eliminate the capacity for many community programs supporting homeless individuals and families to operate. Based on State Fiscal Year 2011 data on persons served, approximately 1,142 individuals would not receive transitional housing services; 901 individuals would not receive permanent housing services; 3,231 homeless individuals would not receive outreach services; 4,942 individuals, including 940 children would have severely limited access to emergency shelter; and countless full time jobs would be eliminated.

In addition, an option to build this system in-house using DoIT staff was considered. However, it was determined that DoIT would not have the resources available for this project.

Benefits to the DHHS include improved capacity to measure the aspects of homelessness in New Hampshire, and improving the ability for local programs that assist people who are homeless maintain eligibility for continued federal funding. Collateral project goals are to use Homeless Management Information System software to improve homeless shelter resource sharing, automated eligibility determinations, and linkages to mainstream assistance programs for New Hampshire homeless clients. Improve coordination of essential services and supports that address and alleviate homelessness.

Supporting Documentation

- o Contract 2012-160 with Harbor Homes, Inc.
- o Draft Governor and Council Letter

Summary of Requested Action

Date of most recently approved NHITP: NA
NHITP Initiative / Project Name: <u>DHHS, Bureau of Homeless and Housing Services</u>
NHITP Initiative / Project Number: <u>05-95-95-958310-7176</u>
A&E System Request ID: NA

Requisition Information:

Vendor Name Harbor Homes, Inc.

Funding Sources and Amounts:

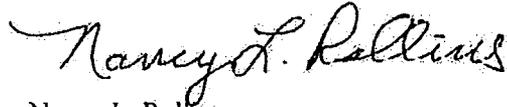
	* Object Code(s)	FY2013	FY2014	Total
STATE				
FEDERAL	102-500731	\$129,519	\$11,700	\$141,219
OTHER (Specify Source, i.e.: Registration Fees)				
TOTAL		\$129,519	\$11,700	\$141,219

Contact Person: Maureen U. Ryan
Administrator
NH DHHS/DCBCS
Bureau of Homeless and Housing Services
105 Pleasant St.
Concord, NH 03301
Telephone: 603.271.5043
Fax: 603.271.5139
maureen.u.ryan@dhhs.state.nh.us

CERTIFICATION

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner



Steven Kelleher
Information Technology Manager,
DHHS,
NH Department of Information Technology

Approved by



Nicholas A. Toumpas
Commissioner

A&E RID 10454
Contract #2012-160

CC: Leslie Mason, IT Manager
Martha Wells, Business Systems Liaison
Bernard W. Bluhm, Program Manager

**HARBOR HOMES, INC.
HUD HMIS GRANT
March 6, 2012**

List of Geographic Areas Served:

This grant serves the entire State of New Hampshire.



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)

www.hud.gov

espanol.hud.gov

Raid
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

Enclosure

NH0035BIT021104
Homeless Management Information System - Nashua
\$ 12,778

NH0043BIT021104
Permanent Housing 2
\$ 196,762

Total Awarded: **\$209,540**

- 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 2.5 percent of the contracted SHP grant funds designated for HMIS may be used for administrative expenses;
- 6.4.4. 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;
- 6.4.5. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of HUD;
- 6.4.6. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
- 6.4.7. 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
- 6.4.8. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).

5. Add the following to paragraph 7.:

- 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall comply with the Conflict of Interest requirements in OMB Circular A-110, and further 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 the grant if the total costs are less than the approved grant.

Contractor Initials RL
Date 2/22/12

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

7. Add the following to paragraph 9.:

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

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

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

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

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

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

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

9. 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 develop the Project expeditiously in accordance with the Development Schedule included in EXHIBIT 1 of the Application.
- 20.1.3. 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. OTHER PROGRAM REQUIREMENTS

- 20.2.1. 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.
- 20.2.2. The Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44 and the Contractor shall comply with the audit requirements of OMB Circular A-110.

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20.2.3. The Contractor shall keep any records and make any reports that the State may require. 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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obligations as outlined in the HITECH Act. These obligations include, but are not limited to, the Contractor's implementation of appropriate administrative, physical and technical safeguards as described in the HIPAA Security Rule and the Contractor's duty to provide the client with notice of any breach of unsecured protected health information, as defined in the HITECH Act.

3.6.2. The Contractor's Chief Executive Officer has overall responsibility to see that the Contractor takes steps to comply with HIPAA by controlling the disclosure and use of such Protected Health Information, and establishing and maintaining guidance and educational material to assist Contractor employees in that effort.

Contractor Initials he
Date 6/5/12

NH Department of Health and Human Services

EXHIBIT B

METHOD AND CONDITIONS PRECEDENT TO PAYMENT

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 and Urban Development
Program Title: Supportive Housing Program, Homeless Management Information System
Amount: \$141,219.00

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 utilizing funds provided through the HUD SHP in an amount not to exceed block 1.8 of the General Provisions of this Agreement.

2. REPORTS

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

2.1. Progress Reports: Semiannual and annual financial and statistical progress reports if requested or as needed which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.

2.2. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations which 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.

Where the Contractor is not subject to the requirements of the OMB Circular A-133, within ninety (90) days after the end of the fiscal year in which the project is completed, three (3) copies 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, Programs, Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS; PAYMENT METHOD AND 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 Services, as determined by the State to be eligible and allowable for payment in accordance with 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.

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3.2. Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor, in the amount not to exceed the Price Limitation set forth in block 1.8. of the General Provisions of the Agreement. The State agrees to provide funds for services in payments in accordance with such other schedules as may be required by HUD.

The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each monthly period or any other such schedule as may be required. In no event shall the funds provided exceed the Price Limitation set forth in block 1.8. of the General Provisions. Upon release of additional Federal funding to the State, Contractor may invoice for balance of contracted amount as specified in block 1.8 based on documentation of expenditures.

3.3. Review by the State, Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the semiannual reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not been made, it shall refuse to pay such costs. The funds authorized to be expended under this Agreement shall be used only for services of the HMIS project provided by the Contractor for the project period and operation years of the SHP as approved by HUD and in accordance with the SHP Rule, codified at 24 CFR Part 583.

4. USE OF GRANT FUNDS

Conformance to 24 CFR Part 84: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 24 CFR Part 583.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures which exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.

Contractor Initials DL
Date 2/22/12

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 SHP regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;

Contractor Initials PK

Date 2/22/12

NH Department of Health and Human Services

EXHIBIT C1

ADDITIONAL SPECIAL PROVISIONS

1. **RETROACTIVE PAYMENTS – INDIVIDUAL SERVICES.** Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
2. **RETROACTIVE PAYMENTS – CONTRACTOR SERVICES.** Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of this Agreement.
3. **GRATUITIES OR KICKBACKS.** The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in EXHIBIT A of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
4. **AUDIT REQUIREMENT.** The Contractor shall deliver to the State, at the address set forth in Block 1.2. of the General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.
 - a. The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Nonprofit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one-year fiscal period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.
5. **CREDITS.** All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Homeless and Housing Services, with funds provided in part or in whole by the State of New Hampshire and/or United States Department of Health and Human Services."

Contractor Initials PK
Date 2/22/12

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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