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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

September 18, 2013

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

RETROACTIVE  
70% General funds  
30% Federal funds

**Requested Action**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into **retroactive** agreements with Families in Transition, 122 Market Street, Manchester, NH 03101, vendor code 157730-B001, to provide services to homeless individuals, in an amount not to exceed \$816,159. This amount represents an award effective July 1, 2013, or date of Governor and Council approval; whichever is later, through June 30, 2015 for \$646,319; through September 14, 2014 for \$98,466 and through August 31, 2014 for \$71,374.

Funds are anticipated to be available in the following accounts in 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.

**05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS**

Fiscal Year	Appropriation	Class/Object	Class Title	
2014	05-95-42-423010-7928	102-500731	Contracts for program services	\$287,789.00
2015	05-95-42-423010-7928	102-500731	Contracts for program services	<u>\$287,789.00</u>
			Total	\$575,578.00

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

Fiscal Year	Appropriation	Class/Object	Class Title	
2014	05-95-42-423010-7927	102-500731	Contracts for program services	\$204,069.00
2015	05-95-42-423010-7927	102-500731	Contracts for program services	<u>\$ 36,512.00</u>
			Total	\$240,581.00

**Explanation**

This request is **retroactive** because the Department efforts to consolidate contracts to reduce administrative burden for the contractors as well as reduce the number of submissions to Governor and Council has resulted in certain delays in the department completing the contract package. This request encompasses three separate contracts with the same vendor. The contracts are separated to address focus areas and the need to differentiate between funding streams.

### State Grant-In-Aid

The Vendor will utilize State of New Hampshire Emergency Shelter Program Grant-In-Aid in combination with matching funds pursuant to these Agreements for Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits; and/or Operations Activities, including shelter operational costs such as rent, utilities, insurance and supplies; and/or Prevention/Intervention Services, such as payment of utilities arrearage with discounted notice, back rent with eviction notice, or mortgage arrearage with foreclosure notice. Such activities help negate instances where households are threatened by immediate homelessness.

A Request for Proposal for the State Grant-in-Aid funds was issued at the annual NH Homeless Provider and Homeless Education Liaison Conference on October 24, 2012. The Request for Proposal was also posted on the Department of Health and Human Services' website. Criteria for selection included: proposal includes all elements and is assembled as required; program design and need for project; performance measures and identified outcomes; coordination with community organizations and resources; involvement with Continuum of Care/Local Service Delivery Area; soundness of approach; cost proposal, budget and leveraging of resources; accurate and timely utilization of Homeless Management Information System; staff experience and credentials; compliance with rules, statutes and life safety codes; increase in bed capacity; and increase in prevention/intervention or essential services. Each applying organization was required to submit a separate proposal for each program, which allowed for budgets and program models to be evaluated independently. Fifty (50) separate proposals that could be funded through State Grant-In-Aid, from 35 organizations, were evaluated and scored.

### Permanent Housing Program

The agreements will fund vendor administration of various sites across the State that will provide permanent housing for thirty-nine (39) homeless individuals with disabilities. A comprehensive supportive services network will be provided to meet the unmet housing related needs of residents and to promote the ability of participants to live more independently. The specific site locations are known to the Department, but are not published here in accordance with Department of Housing and Urban Development requirements.

The Bureau has administered this program for 18 years. The Department of Housing and Urban Development requires a Continuum of Care process for communities seeking these funds. A Continuum is a coordinated planning approach to setting priorities for the housing and service needs of homeless people within a specific area. The Continuum includes broad participation of community stakeholders. Through this process, New Hampshire submits an annual application in response to the Department of Housing and Urban Development's Notice of Funding Availability. Once the Notice is announced, the Bureau notifies all participants in the Continuum to submit project applications. The Department of Housing and Urban Development scores the application and awards funding based on their criteria. The Bureau receives notification from the Department of Housing and Urban Development several months later regarding the awards.

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

communities must conduct a Continuum process and submit a Continuum application to the Department of Housing and Urban Development.

The Bureau assures contract compliance and provider performance through the following: 1) annual compliance reviews are performed, including the collection of data relating to compliance and contractual agreements; and 2) statistical reports are submitted on a monthly basis from all Homeless Outreach Intervention Prevention providers, including various demographic information and monthly billing invoices, including expense reports and program match dollars.

Should Governor and Executive Council determine not to approve this Request, shelter and homeless prevention resources for people who are homeless may not be available in this community, and there will be an increase in demand for services from the region's local welfare authorities. People who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the chances that people who are homeless will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment. Numerous jobs would also be lost since the shelter and/or resource agency would have to close its doors or drastically reduce staff.

Area served: The greater Manchester area (including Hooksett, Londonderry, Litchfield, Goffstown, Auburn, Bedford and Candia), Concord and surrounding towns is the primary service area. Referrals are accepted from anywhere in the State.

Source of funds:

State Grant in Aid- 100% General Funds, \$575,578

Permanent Housing Program – 100% Federal Funds, \$ 70,741

Permanent Housing Program VI – 100% Federal Funds, \$71,374

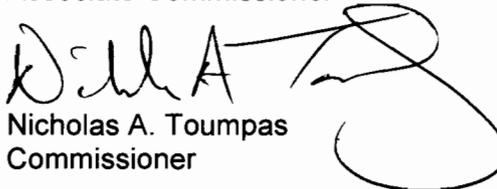
Permanent Housing Concord Community – 100% Federal Funds, \$98,466

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

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

<b>Shelter Programs</b>	<b>Evaluation Score</b>	<b>HMIS Utilization</b>	<b>Total Score</b>
Laconia Area Community	98	9.8	107.8
Front Door Agency	95	10	105
Families in Transition - Concord	92.5	10	102.5
Helping Hands Outreach Ministries	92	8.6	100.6
Families in Transition - Family Place/Amherst	90.5	10	100.5
New Horizons for New Hampshire	90.5	9.5	100
Greater Nashua Council on Alcoholism (Keystone Hall)	90	9.8	99.8
Families in Transition - Lowell St	89.5	10	99.5
Families in Transition - Family Place/Spruce St	89.5	10	99.5
Bridge House	90.5	8.6	99.1
Nashua Soup Kitchen and Shelter, Inc	88.5	10	98.5
Child and Family Services of New Hampshire	88	10	98
The Way Home	88.5	9.4	97.9
Families in Transition - Family Willows/Millyard II	88	9.2	97.2
Families in Transition - Manchester Emergency	86.5	10	96.5
Marguerite's Place, Inc	86.5	10	96.5
Harbor Homes Inc	86.5	9.8	96.3
Salvation Army - Laconia (Carey House)	87	9.1	96.1
Cross Roads House, Inc	84.5	10	94.5
Greater Nashua Interfaith Hospitality Network	85.5	8	93.5
My Friend's Place	82.5	9.5	92
NH Coalition Against Domestic and Sexual Violence	83	8	91
Samaritans (Mary's Place)	81	9	90
Southwestern Community Services - Claremont	80.5	8.5	89
New Generations, Inc	79	9.6	88.6
Friends Program	78.5	10	88.5
First Congregational Church	81.5	6.5	88
Salvation Army - Concord (McKenna House)	78	10	88
Southwestern Community Services - Keene	80.5	7	87.5
Headrest, Inc	79	4.7	83.7
Veteran Homestead, Inc	75.5	8	83.5
Tri-County Community Action Program, Inc (Tyler Blaine)	75.5	7.5	83

<b>Prevention Programs</b>	<b>Evaluation Score</b>
AIDS Response Seacoast	103
Southwestern Community Services	99
The Way Home	99
NH Legal Assistance	98.5
Harbor Homes, Inc	98
St. John Neumann Church Outreach	98
Front Door Agency	97
Merrimack Valley Assistance Program	96.5
Belknap-Merrimack Community Action Program, Inc - New Start	96

Strafford County Community Action Committee, Inc	95
Belknap-Merrimack Community Action Program, Inc - Prevention	93
NH 211 (United Ways of New Hampshire) - Hotel	92.5
NH 211 (United Ways of New Hampshire) - Hotline	92
Child and Family Services of New Hampshire	91
Southern New Hampshire Services	89
Southern New Hampshire Services (Rockingham Program)	89
Tri-County Community Action Program, Inc	71
Veteran Homestead, Inc	61

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

- Natalie Allen, BA, MBA, Retired NH Department of Health and Human Services Employee – Over 30 years of social services most recently as a Community Relations Manager, served on the Local Service Delivery Areas of Concord and Laconia, and as a member of the Balance of State Continuum of Care
- Michael Bilson, BA, Program Planner I, Office of Consumer and Family Affairs, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- John Capuco, Psy. D, Administrator, Bureau of Developmental Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Christopher Cullinan, BA, MPA, Manager of Ryan White CARE Program, Division of Public Health, NH Department of Health and Human Services
- Sharon Drake, BS, Chief Executive Officer, Serenity Place (an NCADD Affiliate)
- Margaret Fogarty, MA, BA, Economic Justice Project Coordinator, American Friends Service Committee
- Ellen Fries, BA, Concord Coalition to End Homelessness
- Sherry Gould, Director, Wjokadoak, Inc
- Bill Guinther, BA, Program Policy Analyst at New Hampshire Housing Finance Authority (NHHFA)
- Janet Horne, Business Systems Analyst I, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- David Keller, Former Minister at Concord's First Congregational Church
- Janine A Lesser, BS, MS, Child Care Program Specialist IV, TANF Policy Unit, Division of Family Assistance, NH Department of Health and Human Services
- Sandra Matheson, Director, State Office Victim/Witness Assistance, NH Attorney General's Office
- William McGonagle, Assistant Commissioner, NH Department of Corrections
- Niki Miller, MS, Senior Project Associate at Advocates for Human Potential, formerly Administrator of Women Offenders for NH Department of Corrections

- Karen Orsini, MSN, RN, Director of Quality Improvement, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Linda J Parker, BS, CPM, Program Specialist IV, Division of Community Based Care Services, NH Department of Health and Human Services
- Bernadette Pelczar, BA, MSW, Social Worker
- Kimberly Perez, PhD, Family HIV Program Manager, Dartmouth-Hitchcock
- Myriam Roeder, Adoption Manager, Division of Child, Youth and Families, NH Department of Health and Human Services
- Todd Ringelstein, Program Planning and Review Specialist, Division of Developmental Services, NH Department of Health and Human Services
- Michael Rogers, MHA, MT, MC, Assistant Administrator, Bureau of Drug and Alcohol Services, Division of Community Based Care Services, NH Department of Health and Human Services
- Marianne Savarese, BS, RN, Project Director of Health Care for the Homeless Program
- Barbara Thorngren, M.Ed, Collaborative Education Consultant for PeaceWorks New Hampshire, LLC
- Kristina Toth, BA, Administrator, Family Connections Center, NH Department of Corrections
- Sally Varney, BA, Program Planning and Review Specialist, Division of Community Based Care Services, NH Department of Health and Human Services
- Dave Villiotti, MS, Executive Director, Nashua Children's Home
- Donna Walker, BBA, MBA, Business Administrator IV, Bureau of Behavioral Health, Division of Community Based Care Services, NH Department of Health and Human Services
- Kathleen Walton, Masters in Human Service Administration, Human Service Director, Town of Salem

A funding distribution formula for State Grant-In-Aid was designed during March 2013, based on the most current projections of State Fiscal Years 2014 and 2015 funding available at that time. This total was approximately 4% more than the State Fiscal Years 2012 and 2013 total of State Grant-In-Aid funding. One prevention program, Veteran Homestead, Inc, received a score of 61, which was below the guideline score of 65; therefore, they were only awarded level funding for their program. One shelter program, Veteran Homestead, Inc, was not funded, especially when taking into consideration the placement of the proposal in the rankings of the shelter program scores, because the proposal was for a new shelter request and not a renewal shelter request.

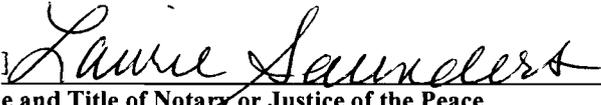
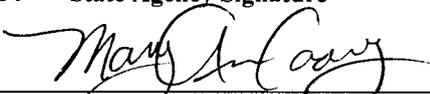
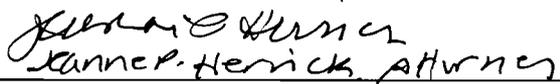
Subject: State Grant-In-Aid Funds and Supportive Housing Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Office of Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Families in Transition		<b>1.4 Contractor Address</b> 122 Market Street Manchester, NH 03101	
<b>1.5 Contractor Phone Number</b> (603) 641-9441	<b>1.6 Account Number</b> 05-95-42-423010-7927 05-95-42-423010-7928	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$ 646,319.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Maureen Beauregard, President	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8/29/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 		<b>Laurie Saunders</b> Notary Public - New Hampshire My Commission Expires October 8, 2013	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Laurie Saunders, Bookkeeper, Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Mary Ann Cooney Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Kenneth Herrick, Attorney On: 19 Sept. 2013			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

**SCOPE OF SERVICES**

**State Grant In Aid Program**

1. PROVISIONS APPLICABLE TO ALL SERVICES:

- 1.1. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.4. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of progress and achievements toward the following key program outcomes per location:

Essential Services (Family Place)	Program Measures
Family Place 177 Lake Ave Manchester, NH 03103	80% of people who do not require homeless assistance are successfully diverted from entering the system (as measured by rates of recidivism into the system).
	80% of people seeking housing services at The Family Place are successfully transitioned into appropriate intervention (prevention, rapid re-housing, emergency shelter, transitional housing, permanent housing, etc.)
	100% of people seeking services at The Family Place receive intake, information, and referrals.
Essential Services (Community Transitional)	
Manchester Emergency Housing 11 Liberty Street Manchester, NH 03104	25% of program participants will exit the program to permanent housing.
	The average length of stay in this program will be reduced by 6%.
Essential Services (Family Willows)	
Family Willows 163 South Beech St Manchester, NH 03103	87% of program participants will exit the program to permanent housing.
	40% of participants will increase their income from entrance to exit.



Exhibit A

<b>Essential Services (Concord Transitional)</b>	
FIT-Concord Transitional Shelter Program 5 Market Lane Concord, NH 03301	100% of program participants will exit the program to permanent housing.
	The average length of stay in this program will be reduced by 2%.
	40% of participants will increase their income from entrance to exit.
<b>Operations (Concord Transitional)</b>	
FIT-Concord Transitional Shelter Program 5 Market Lane Concord, NH 03301	<i>See Above</i>
<b>Operations (Lowell Street)</b>	
Lowell Street Specialty Emergency Shelter 136 Lowell Street Manchester, NH 03104	55% of program participants will exit the program to permanent housing.
	The average length of stay in this program will be reduced by 10%.

- 1.5. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.6. Failure to submit the above reports or enter data into HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the State.

2. SERVICES:

The Contractor hereby covenants and agrees that during the term of this Agreement, it will provide services in accordance with the description(s) cited below:

- 2.1. New Hampshire Emergency Shelter State Grant-In-Aid Program RSA 126-A:25, 126-A:27, 126-A:28 and 126-A:29 as well as He-M 314
- 2.2. Contractor shall use the New Hampshire Emergency Shelter State Grant-In-Aid funds for:
  - Prevention/Intervention Services, such as rent with eviction notice, mortgage with foreclosure notice, utilities with disconnect notice, and other activities to prevent homelessness.
  - Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services, and staff salaries and benefits.
  - Operations Activities, including shelter operational costs such as rent, utilities, insurance, and supplies.



Exhibit A

**Supportive Housing Program**

1. Services

- 1.1. Based on the continued receipt/availability of federal funds from the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program, the Contractor shall provide a permanent housing program that shall serve nine (9) homeless individuals with disabilities.
- 1.2. The goal of this program is to facilitate the movement of homeless individuals to permanent housing and maximum self-sufficiency.
- 1.3. To be eligible for contract services, individuals must be homeless as defined in HUD regulations. The Contractor must obtain and retain appropriate documentation.
- 1.4. The Contractor shall provide these services according to HUD regulations as outlined in Public Law 102-550, the SHP Desk Guide, and other written HUD policies and directives.
- 1.5. Each program participant shall have an employment assessment and employment goals included in the individual service plan, as appropriate.

2. Program Reporting Requirements

- 2.1. The Contractor shall submit the following reports:
  - 2.1.1. Quarterly Progress Reports: Quarterly progress reports shall include the number of participating individuals at the end of the quarter, the number of vacancies at the end of the quarter, the number of individuals who have left the project during the quarter, the number of new individuals who entered the project during the quarter, the status of Project Activities performed, the outlook for completion of the remaining Project Activities prior to the completion Date, and the changes, if any, which need to be made in the Project or Project Activities. Quarterly reports shall be submitted to the Bureau of Homeless and Housing Services (BHHS). Quarterly reports are due no later than thirty (30) days after the conclusion of the quarter.
  - 2.1.2. Annual Progress Report: Within thirty (30) days after the Completion Date, an Annual Progress Report (APR) shall be submitted to the BHHS that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Progress Report shall be in the form required or specified by the State.
  - 2.1.3. Other Reports as requested by the State.
- 2.2. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 2.3. Failure to submit the above reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.

3. Contract Administration

- 3.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 3.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 3.3. The Contractor shall inform BHHS of any staffing changes.
- 3.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.



Exhibit A

3.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

4. Financial

4.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Supportive Housing Program agreement value specified in Exhibit B of this agreement from the HUD Supportive Housing Program, for contract services.

4.1.1. Operating expenses;

4.1.1.1. Eligible operating costs include maintenance and repairs (maintenance staff, cleaning supplies, cleaning equipment, contracted services), operations staff (salaries of staff not delivering services), utilities/fuel, equipment, supplies, insurance (property, car health benefits for operational staff), food for participants, and furnishings.

4.1.1.2. Ineligible costs include mortgage payments, rent, recruitment costs, staff training, depreciation, and costs associated with the organization as a whole rather than the supportive housing project.

4.1.1.3. Contract funds may be used to pay for up to seventy-five percent of the actual operating costs.

4.1.2. Supportive services.

4.1.2.1. Eligible supportive services costs include salary and fringe benefits for direct service and supervisory staff (as proportionate to time dedicated to the project), furnishings used by direct service staff or participants, supplies used by direct service program staff or participants, transportation of participants and staff when related to direct service, office equipment and expenses (as proportionate to direct service), medical/dental care for participants, education, counseling, case management, intervention, daily living skills, parenting skills, mental health care, rent/security deposits or other housing search assistance for participants exiting the program, substance abuse treatment, vocational training, and employment assistance. Eligible services are available to those individuals actively participating in the permanent housing program.

4.1.2.2. Ineligible costs include staff training, fundraising, conference attendance, and court fines incurred by participants.

4.1.2.3. Contract funds may be used to pay for up to eighty percent of the actual supportive services costs.

4.1.3. Leasing: Leasing may include leasing one structure or leasing units scattered throughout a community.

4.1.3.1. Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor.

4.1.3.2. The portion of the rent paid with grant funds may not exceed HUD-determined fair market rents.

4.1.3.3. The Contractor shall pay individual landlords directly, funds may not be given directly to participants to pay leasing costs.

4.1.3.4. The Contractor may to pay the landlord up to one months rent for any damages to the units by participants.

4.1.3.5. The Contractor cannot lease a building that it already owns to itself.

4.1.3.6. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

4.1.4. Administrative costs.

Administrative costs include costs associated with the accounting for the use of contract funds, preparing required reports, and obtaining program audits.

4.2. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies.



Exhibit A

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- 4.2.1. Match requirements are to be cash and documented with each payment request.
- 4.2.2. Match requirements cannot be met through in-kind donations of goods and services.
- 4.3. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 4.1. The Contractor must have written approval from the State prior to billing for any other expenses.
- 4.4. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 583.315). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 4.5. The contractor shall have any staff charged in full or part to this contract or counted as match complete weekly or bi-weekly timesheets.



**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**State Grant In Aid Program**

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant In Aid Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

**NH General Funds:**

SFY14           not to exceed \$287,789.00  
SFY15           not to exceed \$287,789.00

Federal Funds:           Not Applicable

**1. PROGRESS REPORTS:**

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

**2. PROJECT COSTS; PAYMENT OF PROJECT COSTS; REVIEW BY THE STATE**

2.1. 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.

2.2. 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 and for the specific time period specified above.

2.3. The Contractor shall submit documentation of expenditures of Project Costs 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 amounts specified above.

2.4. 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.

**3. LINE ITEM TRANSFERS:**

No more than 10% of funds in each budget line can 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.

*MB*

New Hampshire Department of Health and Human Services  
 State Grant In Aid and Supportive Housing Program  
 Exhibit B



State Grant In Aid Program Budget detail

EXPENSE BUDGET for SFY14 and SFY15:

<b>EXPENSE ITEM</b>	<b>State GIA Funds</b>	<b>Match</b>
<b>Essential Services (Family Place)</b>	<b>\$101,947.00</b>	<b>\$101,947.00</b>
<i>Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits</i>		
<b>Essential Services (Community Transitional)</b>	<b>\$92,506.00</b>	<b>\$92,506.00</b>
<i>Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits</i>		
<b>Essential Services (Family Willows)</b>	<b>\$90,451.00</b>	<b>\$90,451.00</b>
<i>Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits</i>		
<b>Essential Services (Concord Transitional)</b>	<b>\$18,708.00</b>	<b>\$18,708.00</b>
<i>Assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services and staff salaries and benefits</i>		
<b>Operations (Lowell Street)</b>	<b>\$146,775.00</b>	<b>\$146,775.00</b>
<i>Shelter operational costs such as rent, utilities, insurance, supplies and taxes</i>		
<b>Operations (Concord Transitional)</b>	<b>\$125,191.00</b>	<b>\$125,191.00</b>
<i>Shelter operational costs such as rent, utilities, insurance, supplies and taxes</i>		
<b>TOTALS</b>	<b>\$575,578.00</b>	<b>\$575,578.00</b>
<b>TOTAL GIA+Match</b>	<b>\$1,151,156.00</b>	

New Hampshire Department of Health and Human Services  
State Grant In Aid and Supportive Housing Program  
Exhibit B



**Supportive Housing Program**

The following financial conditions apply to the scope of services as detailed in Exhibit A – Supportive Housing Program.

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

NH General Fund: Not applicable  
Federal Funds:  
CFDA #: 14.235  
Federal Agency: U.S. Department of Housing & Urban Development  
Program Title: Supportive Housing Program  
Total Amount Supportive Housing Program;  
SFY14: not to exceed \$70,741.00

Funds allocation under this agreement for Supportive Housing Program;

Supportive services: \$68,349.00  
Administrative costs: \$2,392.00  
Total program amount: \$70,741.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program, in an amount not to exceed and for the time period specified above.

2. REPORTS.

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

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

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

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.
- 3.2. Payment of Project Costs: Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development Supportive Housing Project, Permanent Housing for the Handicapped Homeless (Public Law 102-550) in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The

New Hampshire Department of Health and Human Services  
State Grant In Aid and Supportive Housing Program  
Exhibit B



Contractor shall provide additional financial information if requested by the State to verify expenses.

- 3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Quarterly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture pursuant to 24 CFR Subsection 576.55. The funds authorized to be expended under this Agreement shall be used only for operations, supportive services, leasing and administration or reimbursement for expenditures for operations, supportive services, leasing and administration, provided by the Contractor for the project period and operating years of the Supportive Housing Program as approved by HUD and in accordance with the Supportive Housing Program Regulations, published at 24 CFR Part 583.
4. USE OF GRANT FUNDS.
  - 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the Supportive Housing Program as specified in this Exhibit, as defined by HUD under the provisions of P.L. 102-550 and applicable regulations.
  - 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
  - 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.
  - 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
  - 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



Exhibit C

Special Provisions

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Add the following to Paragraph 5:
  - 5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.
  - 5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).
3. Add the following to Paragraph 6.1:
  - 6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, country, or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.
4. Add the following to Paragraph 6.:
  - 6.4. The Contractor certifies as follows:
    - 6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;
    - 6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;
    - 6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;
    - 6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:
      - 6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;



Exhibit C

- immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
- 6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;
  - 6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such as species; and
  - 6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;
- 6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
- 6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;.
- 6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
- 6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
- 6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).
5. Add the following to Paragraph 7.:
- 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
  - 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
6. Add the following to Paragraph 8.:
- 8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.
  - 8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.



Exhibit C

- 8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.
  - 8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.
  - 8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.
  - 8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.
  - 8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.
7. Add the following to Paragraph 9.:
- 9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.
  - 9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:
    - 9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.
    - 9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing and permitting a determination to be made by the State of all Project Costs and other expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State.
    - 9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
  - 9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The



Exhibit C

Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.

8. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2. In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3. The Contractor shall fully cooperate with State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
9. Add the following to Paragraph 14:
  - 14.4. The Contractor shall obtain property, casualty or hazard insurance in an amount at least equal to the amount of any acquisition/rehabilitation advance or the moderate rehabilitation grant provided to the Contractor. The Contractor shall assure that such insurance remains in full force during the term of the commitment to provide supportive housing for the homeless.
10. Add the following to Paragraph 20:
  - 20.1. DEVELOPMENT
    - 20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.
    - 20.1.2. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
  - 20.2. OPERATION
    - 20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.
    - 20.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.
    - 20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.
    - 20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.

*NAB*



Exhibit C

- 20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.
- 20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.
- 20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.
- 20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.
- 20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS
- 20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.
- 20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.
- 20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or, for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.
- 20.4. OTHER PROGRAM REQUIREMENTS
- If a structure rehabilitated with grant funds is leased from a religious organization, the Contractor shall ensure that the lease contains the following provisions:
- 20.4.1 the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion; and
- 20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation; and
- 20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and
- 20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and
- 20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and
- 20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and



Exhibit C

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- 20.4.7. the Contractor shall keep any records and make any reports that the State may require. Estimates for the cost of acquisition and/or rehabilitation or moderate rehabilitation of the Project shall be supported by documentation on file and maintained for at least three years of operation with funding under this program.

*mtb*



Exhibit C-1

ADDITIONAL SPECIAL PROVISIONS

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

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

4. Credits

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

*MB*

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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

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

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

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

Families in Transition From: \_\_\_\_\_ To: \_\_\_\_\_  
(Contractor Name) (Period Covered by this Certification)

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

Maureen Beauregard August 29, 2013  
(Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: \_\_\_\_\_ through \_\_\_\_\_

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

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

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

  
(Contractor Representative Signature)

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

Families in Transition  
(Contractor Name)

August 29, 2013  
(Date)

**NH Department of Health and Human Services**  
**STANDARD EXHIBIT F**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**  
**AND OTHER RESPONSIBILITY MATTERS**

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

**INSTRUCTIONS FOR CERTIFICATION**

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

Contractor Initials: MB

Date: 8/29/13

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

**PRIMARY COVERED TRANSACTIONS**

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

Contractor Initials: MB

Date: 8/29/13

**LOWER TIER COVERED TRANSACTIONS**

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

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

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

  
(Contractor Representative Signature)

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

Families in Transition  
(Contractor Name)

August 29, 2013  
(Date)

Contractor Initials   
Date: 8/29/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

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

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

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

  
(Contractor Representative Signature)

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

Families in Transition  
(Contractor Name)

August 29, 2013  
(Date)

NH Department of Health and Human Services

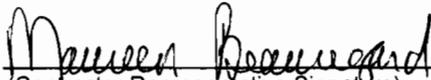
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

  
(Contractor Representative Signature)

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

Families in Transition

August 29, 2013

(Contractor Name)

(Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

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

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

**(2) Use and Disclosure of Protected Health Information.**

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

**(4) Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

<u>NH DHH</u>	<u>Families in Transition</u>
The State Agency Name	Name of the Contractor

<u><i>Mary Ann Cooney</i></u>	<u><i>Maureen Beauregard</i></u>
Signature of Authorized Representative	Signature of Authorized Representative

<u>Mary Ann Cooney</u>	<u>Maureen Beauregard</u>
Name of Authorized Representative	Name of Authorized Representative

<u>Associate Commissioner</u>	<u>President</u>
Title of Authorized Representative	Title of Authorized Representative

<u>9/19/13</u>	<u>August 29, 2013</u>
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

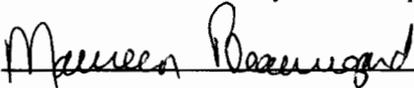
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

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

Families in Transition \_\_\_\_\_  
August 29, 2013  
(Contractor Name) (Date)

Contractor initials:   
Date: 8/29/13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 825360399

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

NO

YES

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

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

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

NO

YES

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

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

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

Name: \_\_\_\_\_

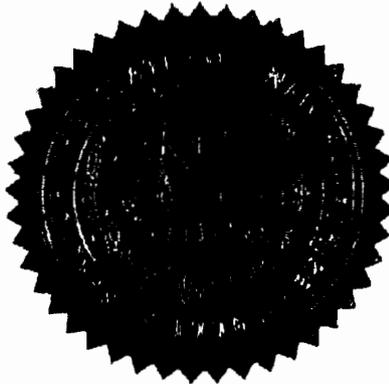
Amount: \_\_\_\_\_

Contractor initials: AB  
Date: 8/29/13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

**State of New Hampshire  
Department of State**

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5<sup>th</sup> day of June A.D. 2013

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

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

I, Karyn O'Neil, do hereby certify that:

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

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation held on August 29, 2013.

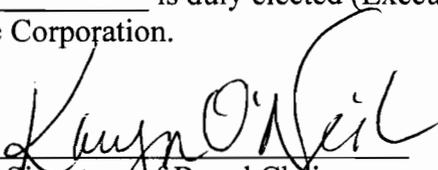
RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services, concerning the following matter: *New Hampshire Emergency Shelter State Grant-In-Aid Funds and US Department of Housing and Urban Development Supportive Housing Program Funds*

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of August 29, 2013

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

(Seal)  
(Corporation)

  
Signature of Board Chair

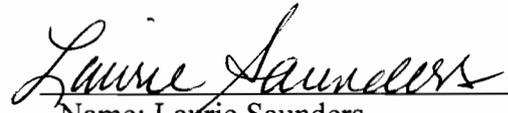
State of New Hampshire

County of Hillsborough

The foregoing instrument was acknowledged before me this 29 day of August, 2013

by Karyn O'Neil  
Name of Board Chair

(Seal)  
(Notary Public)

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

**LAURIE SAUNDERS**  
Notary Public New Hampshire  
My Commission Expires October 8, 2013

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).

<b>PRODUCER</b> Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 603 225-6611      FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE      NAIC #	
<b>INSURED</b> Families in Transition, Inc 122 Market St Manchester, NH 03101	INSURER A : Philadelphia Insurance Co.	
	INSURER B : Wesco Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK961287	01/01/2013	01/01/2014	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$3,000,000
							PRODUCTS - COMP/OP AGG \$3,000,000
							\$
A	AUTOMOBILE LIABILITY			PHPK961287	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB406925	01/01/2013	01/01/2014	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000	<input type="checkbox"/> CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3047690	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

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

<b>CERTIFICATE HOLDER</b> State of New Hampshire, Department of Health and Human Services Bureau of Homeless and Housing ATTN: Eric Borrin 129 Pleasant S Concord, NH 03301	<b>CANCELLATION</b> 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 

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



***Mission***

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

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**MANCHESTER, NEW HAMPSHIRE**

**CONSOLIDATED FINANCIAL STATEMENTS  
AND  
INDEPENDENT AUDITORS' REPORT**

**DECEMBER 31, 2012**

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**MANCHESTER, NEW HAMPSHIRE**

**CONSOLIDATED FINANCIAL STATEMENTS  
AND  
INDEPENDENT AUDITORS' REPORT**

**DECEMBER 31, 2012**

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## **INDEPENDENT AUDITOR'S REPORT**

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

### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and its subsidiaries, which comprise the consolidated statement of financial position as of December 31, 2012 and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We did not audit the financial statements of the individual subsidiaries (Millyard Families II Limited Partnership, Bicentennial Families Concord Limited Partnership, Family Bridge Limited Partnership, Family Willows Limited Partnership, Belmont Street Family Housing, School/Third Street, and Lowell Street) which statements reflect total assets constituting 81.7 percent of consolidated total assets at December 31, 2012, and total revenues constituting 42.2 percent of consolidated total revenues for the year then ended. Those statements were audited by other auditors, whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for these subsidiaries, is based solely on the reports of the other auditors. 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 consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no

such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our modified audit opinion.

#### ***Basis for Qualified Opinion***

We were not engaged to audit the financial statements of Family OutFITters, LLC, a subsidiary of Families in Transition, Inc. Management has decided to omit the financial position of Family OutFITters, LLC as of December 31, 2012 and its statements of activities, functional expenses, and cash flows for the year then ended. Total assets, liabilities, revenues and expenses of this subsidiary as of December 31, 2012 and for the year then ended are \$195,799, \$124,659, \$665,829 and \$722,119, respectively. In our opinion, the inclusion of this subsidiary in the consolidated financial statements is required by accounting principles generally accepted in the United States of America.

#### ***Qualified Opinion***

In our opinion, except for the effects of the matter described in the Basis for Qualified Opinion paragraph, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Families in Transition, Inc. and its subsidiaries as of December 31, 2012, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Other Matters***

##### ***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating financial statements and the financial statements of Families in Transition, Inc. (not including subsidiaries) are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in related to the consolidated financial statements as a whole.

##### ***Summarized Comparative Information***

The summarized financial information for 2011 has been derived from the Families in Transition, Inc.'s 2011 financial statements, which were audited by a predecessor auditor. An unqualified audit opinion was issued on those financial statements dated March 20, 2012. As part of our audit of the 2012 financial statements, we also audited the adjustments described in Note S that were applied to restate the 2011 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2011 financial statements

of the Entity other than with respect to the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2011 financial statements as a whole.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated April 5, 2013, on our consideration of Families in Transition, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Families in Transition, Inc.'s internal control over financial reporting and compliance.

*Wachon Clukay & Company PC*

Manchester, New Hampshire  
April 5, 2013

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
DECEMBER 31, 2012 AND 2011

ASSETS

	2012	2011
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 620,278	\$ 1,228,115
Accounts receivable	43,692	205,427
Grants receivable	108,980	124,213
Prepaid expenses	65,586	56,455
Reserve cash designated for properties	940,581	966,212
Other assets	44,277	22,493
<b>TOTAL CURRENT ASSETS</b>	1,823,394	2,602,915
<b>NON CURRENT ASSETS</b>		
Investments	29,707	28,629
Land, buildings and equipment - net	24,756,211	24,509,767
Other assets - financing fees	172,393	186,159
<b>TOTAL NON CURRENT ASSETS</b>	24,958,311	24,724,555
<b>TOTAL ASSETS</b>	\$ 26,781,705	\$ 27,327,470

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>		
Current portion of long-term debt	\$ 121,296	\$ 100,872
Accounts payable	92,898	144,385
Accrued expenses	84,815	160,909
Funds held as fiscal agent	66,506	74,626
Deferred revenue	3,668	5,876
Due to related entity	1,976	3,246
Security deposits	28,252	26,344
<b>TOTAL CURRENT LIABILITIES</b>	399,411	516,258
<b>NONCURRENT LIABILITIES</b>		
Minority interest	6,652,776	7,311,817
Long-term debt, less current portion	10,067,905	9,899,481
<b>TOTAL LIABILITIES</b>	17,120,092	17,727,556
<b>NET ASSETS</b>		
Unrestricted	9,443,806	9,072,326
Temporarily restricted	217,807	527,588
<b>TOTAL NET ASSETS</b>	9,661,613	9,599,914
<b>TOTAL LIABILITIES AND NET ASSETS</b>	\$ 26,781,705	\$ 27,327,470

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2012

(With summarized financial information for the year ended December 31, 2011)

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>2012 TOTAL</u>	<u>2011 TOTAL</u>
<b>REVENUE AND SUPPORT</b>				
Federal, state and other grant support	\$ 1,683,498	\$ 280,318	\$ 1,963,816	\$ 3,601,616
Rental income	1,590,097		1,590,097	1,634,635
Public support	114,182		114,182	157,774
Tax credit contributions	33,600		33,600	188,100
Special events	158,436		158,436	119,821
Property management fees	-		-	424,756
Developer fees	-		-	443,700
VISTA program revenue	94,931		94,931	70,503
Unrealized (loss) gain on investments	1,078		1,078	(342)
Realized (loss) on disposal of assets	(5,998)		(5,998)	(2,912)
Interest income	29,946		29,946	1,993
In kind donations	25,585		25,585	29,693
Other income	342,318		342,318	104,756
Net assets released from restrictions	590,099	(590,099)		
<b>TOTAL REVENUE AND SUPPORT</b>	<u>4,657,772</u>	<u>(309,781)</u>	<u>4,347,991</u>	<u>6,774,093</u>
<b>EXPENSES</b>				
Program expenses	4,221,855		4,221,855	4,118,752
Fund-raising	426,802		426,802	272,390
Management and General	296,676		296,676	669,442
<b>TOTAL EXPENSES</b>	<u>4,945,333</u>		<u>4,945,333</u>	<u>5,060,584</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>				
<b>BEFORE MINORITY INTERESTS</b>	(287,561)	(309,781)	(597,342)	1,713,509
Add back losses attributed to				
Minority Interests	659,041		659,041	343,550
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<u>371,480</u>	<u>(309,781)</u>	<u>61,699</u>	<u>2,057,059</u>
<b>NET ASSETS - BEGINNING OF YEAR, as restated</b>	<u>9,072,326</u>	<u>527,588</u>	<u>9,599,914</u>	<u>7,542,855</u>
<b>NET ASSETS - END OF YEAR</b>	<u>\$ 9,443,806</u>	<u>\$ 217,807</u>	<u>\$ 9,661,613</u>	<u>\$ 9,599,914</u>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2012

(With summarized financial information for the year ended December 31, 2011)

	<u>PROGRAM ACTIVITIES</u>	<u>FUND- RAISING</u>	<u>MANAGEMENT AND GENERAL</u>	<u>2012 TOTAL</u>	<u>2011 TOTAL</u>
<b>EMPLOYEE COMPENSATION</b>					
Wages	\$ 1,266,830	\$ 256,790	\$ 188,313	\$ 1,711,933	\$ 1,689,901
Temporary labor	-			-	-
Employee benefits	138,760	28,127	20,626	187,513	189,278
Payroll taxes	107,470	21,785	15,975	145,230	140,681
<b>TOTAL WAGES AND RELATED</b>	<b>1,513,060</b>	<b>306,702</b>	<b>224,914</b>	<b>2,044,676</b>	<b>2,019,860</b>
<b>EXPENSES</b>					
Administrative housing expenses	45,485			45,485	201,589
Advertising	3,451	486	357	4,294	5,761
Amortization	13,766			13,766	
Bank charges			3,072	3,072	2,929
Consultants	8,877	1,799	1,320	11,996	101,940
Daycare and rental subsidies	142,643			142,643	183,958
Depreciation	768,728	21,986	16,123	806,837	714,521
Development expenses				-	8,846
Events		26,431		26,431	32,085
General housing expenses	166,343			166,343	221,445
General insurance	62,759	6,733	4,937	74,429	44,344
Interest expense	102,197			102,197	46,633
Interest-Mortgage	105,738			105,738	101,012
Management fees	35,049			35,049	119,119
Meals and entertainment	5,187	1,052	771	7,010	5,228
Membership dues and subscription:	5,908	1,198	878	7,984	6,469
Office supplies	40,786	8,268	6,063	55,117	54,349
Participant clothing and expenses	56,337			56,337	49,076
Postage	4,762	965	708	6,435	4,136
Printing	13,728	2,783	2,041	18,552	4,606
Professional fees	53,833	5,460	4,004	63,297	41,786
Repairs and maintenance	300,020	12,906	9,464	322,390	405,894
Staff development and supervision	12,837	2,602	1,908	17,347	44,046
Subrecipient grants	648			648	23,274
Taxes - property and BET	119,967			119,967	31,943
Technology support	45,170	9,156	6,714	61,040	72,031
Telephone	37,185	7,184	5,268	49,637	48,198
Travel	24,644	4,995	3,663	33,302	36,652
Utilities	338,350			338,350	327,769
VISTA program	164,322			164,322	70,848
Workers' compensation insurance	30,075	6,096	4,471	40,642	27,979
In kind expense - services	-			-	2,258
<b>TOTAL EXPENSES 2012</b>	<b>\$ 4,221,855</b>	<b>\$ 426,802</b>	<b>\$ 296,676</b>	<b>\$ 4,945,333</b>	
<b>TOTAL EXPENSES 2011</b>	<b>\$ 4,118,752</b>	<b>\$ 272,390</b>	<b>\$ 669,442</b>		<b>\$ 5,060,584</b>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2012 AND 2011

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	<b><u>2012</u></b>	<b><u>2011</u></b>
Change in net assets	\$ (597,342)	\$ 1,713,509
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	806,837	714,521
Amortization	13,766	
Forgiveness of debt	(131,267)	(65,634)
Unrealized loss (gain) on investments	(1,078)	342
Loss on asset disposal	5,998	2,912
(Increase) decrease in accounts receivable	161,735	(175,210)
Decrease in grants receivable	15,233	15,334
(Increase) in prepaid expenses	(9,131)	(4,831)
(Increase) decrease in other assets	(21,784)	3,460
Neighborhood Stabilization Grant-Belmont		(1,408,320)
Increase (decrease) in accounts payable	(51,487)	48,751
Increase (decrease) in accrued expenses	(76,094)	53,866
(Decrease) in funds held as fiscal agent	(8,120)	
Increase (decrease) in deferred revenue	(2,208)	298
(Decrease) in due to related party	(1,270)	
Increase in security deposits	1,908	6,692
<b>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>	<b><u>105,696</u></b>	<b><u>905,690</u></b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Cash purchases of property and equipment	(1,059,279)	(2,718,201)
<b>NET CASH (USED) BY INVESTING ACTIVITIES</b>	<b><u>(1,059,279)</u></b>	<b><u>(2,718,201)</u></b>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from borrowing	490,223	2,685,049
Payments on debt	(170,108)	(379,134)
<b>NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES</b>	<b><u>320,115</u></b>	<b><u>2,305,915</u></b>
<b>INCREASE (DECREASE) IN CASH</b>	<b>(633,468)</b>	<b>493,404</b>
<b>CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR</b>	<b><u>2,194,327</u></b>	<b><u>1,700,923</u></b>
<b>CASH AND CASH EQUIVALENTS AT END OF YEAR</b>	<b><u>\$ 1,560,859</u></b>	<b><u>\$ 2,194,327</u></b>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash payments for interest	<u>\$ 207,935</u>	<u>\$ 130,441</u>

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

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2012**

**NOTE A - ORGANIZATION**

Families in Transition, Inc. (the Entity) was incorporated as a non-stock, non-profit corporation under New Hampshire law on May 13, 1994. The Entity, which began independent operations effective January 1, 1995, provides housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in the Concord and Manchester, New Hampshire area. The Entity receives funding from federal, state and private grants as well as cash and non-cash contributions from the public and from private operations.

The Entity operates housing programs in facilities located on Spruce and Amherst Streets in Manchester, New Hampshire. These programs were formerly run by the New Hampshire Community Loan Fund (NHCLF). Effective January 1, 1995, all leases and contracts related to the programs were assigned to the Entity. Additional housing facilities were opened at 106 and 122 Market Street, Manchester as well as in Bicentennial Square in Concord in 2004, on Second Street in Manchester in 2005, on Douglas Street in 2007 and on South Beech Street in 2008.

In 2008, Families in Transition created a Community Development Housing Organization (CHDO), Housing Benefits, Inc. Housing Benefits, Inc. identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness. The Entity owns six properties. Two of the buildings, located at School and Third Streets, were acquired in 2009. Two of the locations became operational in 2011 and are located at Lowell Street and Belmont Street. In 2012, the CHDO purchased two additional properties - one at 106 Market St, Manchester, NH, which was already operational and one at 576 Central Ave. in Dover, NH which will become operational in 2013.

In 2012, Families in Transition acquired Manchester Emergency Housing, Inc., a Manchester, NH-based entity that provides emergency shelter for families. The Entity also acquired the New Hampshire Coalition to End Homelessness, a statewide entity, whose mission is to "eliminate the causes of homelessness through research, education and advocacy." As both entities are separate 501(c)3's with fiscal year-ends of June 30, the entities financials are summarized in Note R of the Notes section of the audit.

**NOTE B – SIGNIFICANT ACCOUNTING POLICIES**

Basis of Accounting

The financial statements of Families in Transition, Inc. are prepared using the accrual basis of accounting.

Basis of Presentation

Unrestricted net assets – Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed restrictions that may or will be met either by actions of the Entity and/or the passage of time. When a restriction expires, net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets are released.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE B – SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Basis of Presentation (continued)

Permanently restricted net assets – Net assets subject to donor-imposed stipulations that they be maintained in perpetuity and only the income from the funds may be expended. As of December 31, 2012, the Entity had no permanently restricted net assets.

Use of Estimates

The financial statements include estimates and assumptions made by management that affect the carrying amounts of assets and liabilities and the reported amounts of revenues and expenses. Actual results may differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Entity considers all unrestricted, highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Contributions

The Entity reports gifts of cash or other assets as restricted contributions when they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (such as when a stipulated time restriction ends), temporarily restricted net assets are released to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Net assets are released from donor restrictions when time restrictions are realized or the intended purposes of the fund are satisfied. Temporarily restricted net assets of \$217,807 at December 31, 2012, represent amounts designated for program services, not yet expended. (See also Note K.)

Donated Property, Equipment and Services

Donations of property and equipment are recorded at fair market value on the date of receipt. Such donations are reported as unrestricted support unless the donor has restricted their use.

Contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Entity reports expiration of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Entity reclassifies restricted net assets as unrestricted net assets at that time.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE B – SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Donated Property, Equipment and Services (continued)

A number of volunteers have donated their time to the Entity's program and administrative services. The value of these services is not reflected in the accompanying financial statements since the volunteers' time does not meet criteria for the recognition. An estimate of the value of this donated time is \$627,013.

Property, Plant, Equipment and Depreciation

Property, plant and equipment are recorded at cost or, in the case of donated assets, at fair market value. The Entity's capitalization policy includes recording assets greater than \$1,000. Repairs and maintenance are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the fixed assets. (See also Note D.)

Functional Expenses

Functional expenses have been allocated between program services and supporting services based on estimated personnel time and space utilized for the related activity.

Income Taxes

The Entity has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for its exempt function income. In addition, the Entity is not subject to state income taxes.

On July 13, 2006, the FASB issued an income tax pronouncement, which fundamentally changes the way that the Entity will be required to treat its uncertain tax positions for financial accounting purposes. It prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements tax positions that were taken or will be taken on the Entity's tax return that are reflected in measuring current or deferred income tax assets and liabilities for interim or annual periods. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income taxes payable, or a reduction in a deferred tax asset or an increase in a deferred tax liability. On January 1, 2009, the Entity adopted this pronouncement. At the adoption date, the Entity did not have any unrecognized tax benefits and determined the impact of this interpretation was not material to the Entity's financial statements. During the year ending December 31, 2012, no new additional unrecognized tax benefits were identified. As of December 31, 2012, the tax years ending December 31, 2011, 2010, and 2009 are open for possible tax examination.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE B – SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Income Taxes (continued)

The Entity does not expect that the amounts of unrecognized tax transactions will change significantly within the next twelve months.

Principles of Consolidation

At December 31, 2012, the Entity owned 79% of Brick Mill House Families, Inc. ("Brick Mill"), 100% of Brick Mill House Families II, Inc. ("Brick Mill II), 21% of Tricorner Corporation ("Tricorner"), 100% of Bicentennial Family Concord, 100% of Family Mill, Inc., and 100% of Big Shady Tree, Inc., all of which are New Hampshire corporations. The Entity also owns 100% of Family OutFITters, LLC, a limited liability corporation. Through complete management control, Families in Transition, Inc. also has indirect ownership in Millyard Families II Limited Partnership ("Millyard II"), Bicentennial Families Concord Limited Partnership, Family Bridge Limited (Family Mill), and Family Willows Limited Partnership, all of which are New Hampshire Limited Partnerships, whereby Brick Mill II is a sole .01% general partner, Bicentennial Family Concord is a sole .01% general partner, Family Mill is a .01% general partner and Family Willows is a .01% general partner. The financial statements include the accounts of Families in Transition, Inc. and the investments in Brick Mill and Brick Mill II, Tricorner, Bicentennial Family Concord, Family Mill, Family Willows and Family OutFITters on the cost basis of accounting.

The Partnerships are considered variable interest entities and are consolidated in the financial statements of Families in Transition, Inc. as required by (EITF) 04-5.

In October, 2002, the subsidiary entity, Family OutFITters, LLC was created with Families in Transition as its sole member. Family OutFITters, LLC operates as an independent thrift store with the sole purpose of being an alternate funding stream for Families in Transition. In 2012, Family OutFITters operated a thrift store in Manchester, NH and a boutique in Concord, NH. As the financial statements of Family OutFITters, LLC, were not audited for fiscal year ending December 31, 2012 and December 31, 2011, management has decided to omit the financial position of Family OutFITters, LLC as of December 31, 2012 and December 31, 2011 and its statements of activities, functional expenses, and cash flows from these consolidated financial statements.

In 2011, Families in Transition purchased a property at 20 South Main Street, Concord, NH. This property serves as the new location for the Family Outfitters Concord boutique and also includes tenant-leased office space and two apartments.

Housing Benefits, Inc., incorporated in 2008 as a non-stock, non-profit corporation under New Hampshire law, currently serves as the property acquisition and renovation arm of Families in Transition. The corporation identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness.

The partnership of Millyard Families Limited Partnership (Millyard I LP) dissolved on August 15, 2012. For this reason, activity shown is partial year. This dissolution was granted at the request of the limited partner to exit the partnership and to dispose of the property. The newly formed entity, Millyard I, was then acquired by Housing Benefits, Inc.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE C – INVESTMENT IN RELATED ENTITIES**

Investment in related entities is comprised of the following:

Brick Mill House Families, Inc.	79%	\$ 65,275
Brick Mill House Families II, Inc.	100%	0
Tricorner	21%	1,000
Family OutFITters, LLC	100%	1,000
Bicentennial Family Concord, Inc.	100%	340,000
Second Street Family Mill, Inc.	100%	788,972
Big Shady Tree, Inc.	100%	<u>100</u>
		<u>\$ 1,196,347</u>

The Entity's 100% interest in Brick Mill House Families II, Inc. is carried at no value in the financial statements because management does not believe that future benefits will exceed future expenditures relating to the entity. (See Note B regarding principles of consolidation). Investments in related entities are eliminated in the consolidated financial statements.

**NOTE D – PROPERTY, PLANT, EQUIPMENT AND DEPRECIATION**

	Useful Lives	Families	Properties	2012 Total	2011 Total
Furniture and fixtures	5 years	\$203,072	\$184,189	\$ 387,261	\$ 379,121
Equipment	5 years	277,665	131,917	409,582	363,128
Vehicles	5 years	178,444	-0-	178,444	128,559
Land			2,707,082	2,707,082	2,705,697
Buildings and improvements	30 years	<u>2,502,470</u>	<u>23,218,124</u>	<u>25,720,594</u>	<u>25,323,620</u>
Total		3,161,651	26,241,312	29,402,963	28,900,125
Less accumulated depreciation		<u>(796,933)</u>	<u>(3,849,819)</u>	<u>(4,646,752)</u>	<u>(4,390,358)</u>
Book value, net		<u>\$2,364,718</u>	<u>\$22,391,493</u>	<u>\$24,756,211</u>	<u>\$24,509,767</u>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE E- RELATED PARTY NOTES RECEIVABLE**

Long-term receivables consist of notes due from related parties; Millyard Families I, Bicentennial Families Concord Limited Partnership, Family Bridge Limited Partnership and Family Willows Limited Partnership. These notes are eliminated in consolidation:

<p>A mortgage receivable of \$400,000, secured by real property. The note bears simple interest at 7.03% per annum, maturing in May 2026. Interest only payments are to be paid monthly to the extent of fifty (50%) percent of net positive cash flow on Millyard I financials. Accrued interest receivable at December 31, 2012 was \$161,899.</p>	<b>\$ 400,000</b>
<p>An unsecured, promissory note of \$400,799, due from Family Bridge LP. The note bears simple interest at 5.21% per annum, maturing in August 2034. No interest was paid in 2012. Accrued interest receivable at December 31, 2012 was \$123,551.</p>	<b>400,799</b>
<p>A promissory note of \$400,000, secured by real estate, due from Family Willows Limited partnership. The note bears interest at 5.21%. Payment of principal and interest is deferred until June 29, 2036. Accrued interest at December 31, 2012, was \$139,869.</p>	<b>400,000</b>
<p>A mortgage receivable of \$275,000, secured by real property, due from Bicentennial Concord. The note bears simple interest at 4.79% per annum, maturing in May 2033. Payments are applied first to interest due and then to principal. The balance of principal due shall be paid in 2033. No interest payments were received in 2012. Accrued interest receivable at December 31, 2012, was \$110,073.</p>	<b>275,000</b>
<p>A promissory note of 250,000, secured by real estate, due from Family Willows Limited Partnership. The note bears interest at 5.15%. Payment of principal and interest is deferred until June 29, 2037. Accrued interest at December 31, 2012, was \$65,855.</p>	<b>250,000</b>
<p>Total long-term portion</p>	<b><u>\$ 1,725,799</u></b>

The following is a summary of maturities due on long term receivables as of December 31, 2012:

<u>Year Ended</u> <u>December 31</u>	<u>Amount</u>
2013	\$ 0
2014	0
2015	0
2016	0
2017	0
Thereafter	<u>1,725,799</u>
<b>Total</b>	<b><u>\$1,725,799</u></b>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE F- LONG TERM DEBT**

Long term debt consists of the following:

<p>A mortgage loan payable to New Hampshire Housing Finance Authority in monthly payments of \$680, including interest at 1% and an escrow of \$289. The note is secured by real estate located on Amherst Street, Manchester, NH. The loan is due and payable in full in January, 2033.</p>	<p><b>\$ 74,376</b></p>
<p>A note payable to New Hampshire Housing Finance Authority. The note is non-interest bearing and is secured by real estate located on Amherst St. The loan is due and payable upon sale or refinancing of the property or in June 2042.</p>	<p><b>123,249</b></p>
<p>A mortgage loan payable to St. Mary's Bank in monthly payments of \$989.50, including interest at 6.25%. The note is secured by real estate on Spruce Street, Manchester, NH and is due and payable in full in February, 2019.</p>	<p><b>139,741</b></p>
<p>3 vehicle loans payable to a dealership in monthly payments of \$206 per loan at 6.99% annual interest rate. The loans are due and payable in July, 2013.</p>	<p><b>4,280</b></p>
<p>A vehicle loan on an activity bus payable to New Hampshire Health and Education Facilities Authority in monthly payments of \$524.78 at 1% annual interest rate. The loan is due and payable in February, 2017.</p>	<p><b>25,689</b></p>
<p>A mortgage note, secured by real estate at Beech Street payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 7.1% and principal. The loan is due and payable in full in November, 2023.</p>	<p><b>117,608</b></p>
<p>A mortgage note, secured by real estate on Douglas St., payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 4.93% and principal. The loan is due and payable in full in April, 2024.</p>	<p><b>264,855</b></p>
<p>Note payable to the City of Manchester, NH, payable in annual installments of \$1,977 at 0% interest. The loan is due and payable in full in October, 2014.</p>	<p><b>3,955</b></p>
<p>A mortgage note payable from Bicentennial Families Concord Limited Partnership, to the New Hampshire Housing Finance Authority, secured by real estate and personal property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.</p>	<p><b>175,021</b></p>
<p>A promissory note payable from Bicentennial Families Concord Limited Partnership to the New Hampshire Housing Finance Authority. The note is non-interest bearing and is secured by real estate and various financing instruments. The loan is due and payable in May 2034.</p>	<p><b>102,325</b></p>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2012

**NOTE F- LONG TERM DEBT (CONTINUED)**

A promissory note from Bicentennial Families Concord Limited Partnership to the New Hampshire Housing Finance Authority. The note is non-interest bearing and is secured by real estate and various financing instruments. The loan is due and payable in May 2033.	<b>337,720</b>
A promissory note payable from Bicentennial Families Concord Limited Partnership to Merrimack County. The note is non-interest bearing and is secured by real estate and various financing instruments. All unpaid amounts are due and payable in full May 27, 2033.	<b>260,000</b>
A mortgage note payable from Millyard Families II Limited Partnership to the New Hampshire Housing Finance Authority. The note is secured by real estate and various financing instruments. The loan is due and payable upon sale or refinancing of the property or in May 2031. This loan is non-recourse.	<b>462,309</b>
A mortgage note payable from Millyard Families II Limited Partnership to the New Hampshire Housing Finance Authority. The note is secured by real estate and personal property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	<b>290,630</b>
A mortgage note payable from Millyard Families II Limited Partnership to the City of Manchester, secured by the real estate and various financing instruments. All unpaid amounts are due and payable in full on August 1, 2031. This note is non-recourse.	<b>227,521</b>
A mortgage note payable from Millyard Families II Limited Partnership to the New Hampshire Community Loan Fund, Inc., secured by real estate. All unpaid amounts are due and payable in full on December 31, 2031. This note is non-recourse.	<b>250,000</b>
A mortgage note payable from Millyard Families I to the City of Manchester Community Improvement Program. The note is non-interest bearing and is due and payable in January 2027.	<b>230,000</b>
A note payable from Millyard Families I to the New Hampshire Community Loan Fund secured by real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	<b>116,285</b>
A mortgage note payable from Family Bridge Limited Partnership to New Hampshire Housing Finance Authority secured by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	<b>850,000</b>
A promissory note from Family Bridge Limited Partnership payable to TD Bank, N.A. Monthly payments of \$3,953 include principal and interest at 7.71%. The loan is payable in full in October 27, 2023.	<b>501,084</b>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2012

NOTE F- LONG TERM DEBT (CONTINUED)

A promissory note payable from Family Bridge Limited Partnership to the City of Manchester. The note is non-interest bearing and all outstanding principal is due by October 1, 2034. The note is secured by real estate and is non-recourse.	600,000
A mortgage note payable from Family Willows Limited Partnership to the New Hampshire Housing Finance Authority, secured by real estate and personal property. The note is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	598,957
A promissory note payable from Family Willows Limited Partnership to the City of Manchester. The note is non-interest bearing and has an annual payment of \$9,091 payable on October 1 each year. All outstanding principal is due by October 2029. The note is secured by real estate and is non-recourse.	154,545
A promissory note payable from Family Willows Limited Partnership to RBS Citizens Bank. Monthly payments of principal and interest (currently at 3.25%) of \$2,207 are due until October 14, 2033 when all outstanding principal and interest must be paid. The note is secured by real estate and is guaranteed by Families in Transition.	336,191
A mortgage note payable from School/Third Street to the New Hampshire Housing Finance Authority, secured by real estate and personal property. Monthly payments of \$2,774, include principal and interest at 8% per annum. The note is due April 1, 2021.	200,540
A mortgage note payable from School/Third Street to New Hampshire Community Loan Fund. The note is non-interest bearing. Monthly payments of \$2,774 will commence in April 2021 and continue until maturity in September, 2039.	617,613
A non-interest bearing mortgage note payable from Belmont Street Family Housing to the New Hampshire Housing Finance Authority, secured by real estate and personal property. The note will be paid annually in amounts equal to 50% of surplus cash and must be paid in full by December, 2040.	433,000
A privately-financed mortgage note secured by property located at South Main Street in Concord, NH. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The note will be paid in full in September 2031.	417,878
A non-interest bearing mortgage note payable from Lowell Street to the New Hampshire Housing Finance Authority, secured by real estate and personal property. The note will be paid annually in amounts equal to 50% of surplus cash. The loan is due and payable in August, 2040.	78,681
A non-interest bearing mortgage note payable from Lowell Street to the City of Manchester. Annual payments equal to the greater of 25% of new cash flow or \$4,000 commenced in October 2012 and will continue until the maturity date in June 2041.	198,049

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2012

**NOTE F- LONG TERM DEBT (CONTINUED)**

A non-interest promissory note payable from Lowell Street to the New Hampshire Housing Finance Authority secured by a mortgage and security agreement. The note will be forgiven 1/15th per year over the LIHTC compliance period. A total of \$131,267 in income was recognized during 2012. The loan is due and payable in August, 2040.

**1,772,099**

A promissory note payable from Dover Housing Project to New Hampshire Housing Finance Authority. The note bears no interest and is secured by a mortgage and security agreement. The note will be paid annually from surplus cash and must be paid in full by June 2028.

225,000

Total long-term debt

**\$10,189,201**

Less current maturities

121,296

Total long-term debt per Consolidated Statement of Financial Statements

**\$10,067,905**

Total long-term debt

**\$10,189,201**

Total related party long-term debt (see Note E)

**\$ 1,725,799**

Total interorganization long-term debt

**\$11,915,000**

**The aggregate maturities of long term debt are a follows:**

<u>Year Ending December 31</u>	<u>Amount</u>
2013	\$ 121,296
2014	122,678
2015	126,734
2016	131,988
2017	134,169
Thereafter	<u>9,552,336</u>
<b>Total</b>	<u><b>\$10,189,201</b></u>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE G – OPERATING LEASES**

The Entity rents corporate office space located at 106 Market and 122 Market Streets in Manchester, New Hampshire under tenant-at-will arrangements. The rent payments to Millyard I for 106 Market Street were \$300 per month. The rent payments to Millyard II for 122 Market Street were \$500 per month. Office space is also maintained at the Concord Bicentennial location at a rate of \$527.50 per month. The Entity incurred a total of \$15,930 in rent expense of its office space in 2012.

**NOTE H – CONTINGENCIES**

The Entity participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

**NOTE I – GRANT REVENUE**

The Entity's primary sources of support are fees and grants received from the federal government, the State of New Hampshire, and local foundations. The recognized revenue from grants for the year ended December 31, 2012 was \$1,963,816 (or 45.5% of total revenue). The various grant agreements are awarded on an annual basis or bi-annual basis. Revenue is recognized as earned under the terms of the contract and is received on a cost reimbursement basis. Other support originates as rental income, property management fees, public support and miscellaneous sources.

**NOTE J – FAIR VALUE OF FINANCIAL INSTRUMENTS**

The Entity's financial instruments, none of which are held for trading purposes, include cash, investments, accounts payable, accounts receivable and notes receivable. The Entity estimates that the fair value of all financial instruments at December 31, 2012, does not materially differ from the aggregated carrying values of its financial instruments recorded in the accompanying statements of financial position.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE K – TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are available for the following specific services:

The Family Place	\$ 5,018
Research and training	40,000
Lowell Street	12,932
Manchester Emergency Housing	13,700
Scholarships and tutoring	12,595
VISTA program	71,992
Dover Housing Program	20,000
Direct care for clients	16,570
Grant receivable-time restricted	<u>25,000</u>
	<u>\$ 217,807</u>

**NOTE L – RETIREMENT PLAN**

The Entity has a tax deferred retirement plan which is available to all full-time employees. All employees are eligible to participate and are fully vested with the first contribution. The Entity matches contributions at 100% up to 3% of compensation. In calendar year 2012 the Entity contributed \$33,257 as its employer match expenses. At December 31, 2012, twenty-eight employees were participating in the plan.

**NOTE M – HOUSING ACTION NEW HAMPSHIRE**

In 2011, Families in Transition entered into a Fiscal Sponsorship Agreement with Housing Action New Hampshire (HANH), an unincorporated association. Authority to manage the programmatic activities of HANH is vested solely in HANH. Families in Transition maintains the books and financial records for HANH in accordance with generally accepted accounting principles. HANH is presented in the Families in Transition financial statements as a "funds held as fiscal agent" liability with the corresponding cash balance.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE N – MINORITY INTEREST**

Minority interest, as shown on the Statement of Financial Position, represents investments by Limited Partners in the properties according to the following schedule:

<u>Limited Partner</u>	<u>Property</u>	<u>Minority Interest</u>
Community Capital 2000	Millyard Families II	\$ 1,159,663
NH Housing Equity Fund	Bicentennial Families	440,412
JP Morgan Chase	Bicentennial Families	440,498
BCCC, Inc.	Family Bridge	10
Boston Capital Corporate	Family Bridge	2,056,161
BCCC, Inc	Family Willows	10
Boston Capital Midway	Family Willows	2,556,022
		<u>\$ 6,652,776</u>

**NOTE O – Line of Credit**

In 2005, the Entity obtained a line of credit of \$100,000 with a financial institution. This line of credit matured on May 31, 2006 has been renewed annually each year since. During the term of agreement, the interest rate on any outstanding principal balance shall be equal to the Base Rate, as defined by the financial institution, with a floor of 4.00%.

As of December 31, 2012, the outstanding balance of the line of credit was \$-0- and the interest rate was 4.00%.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE P – Significant Concentrations of Credit Risk**

The Entity maintains its cash balances in two financial institutions. The balances are insured by the Federal Deposit Insurance Corporation up to a combined total of \$250,000 per financial institution as of December 31, 2012. The bank balances may, at times, materially exceed federally insured limits. The Entity has not experienced any losses on such accounts. The Entity's uninsured cash balance was \$149,351 as of December 31, 2012.

**NOTE Q – RELATED ENTITIES DISCLOSURE**

Manchester Emergency Housing, Inc., a FIT-owned 501(c)3, presented the following financials at fiscal year-end, 6/30/12:

**ASSETS:**

Cash, savings and investments	\$ 6,969
Land and Buildings	\$ 56,836
<b>Total Assets:</b>	<b><u>\$ 63,805</u></b>

**LIABILITIES:**

Current Liabilities	\$ 6,488
Total Equity	\$ 57,317
<b>Total Liabilities &amp; Equity</b>	<b><u>\$ 63,805</u></b>

**Total Revenues:** \$175,342

**Total Expenses:** \$186,486

**Net Loss at 6/30/12:** (\$11,144)

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE R – RELATED ENTITIES DISCLOSURE (continued)**

The New Hampshire Coalition to End Homelessness a FIT-owned 501(c)3, presented the following financials at fiscal year-end, 6/30/12:

**ASSETS:**

Cash, savings and investments	\$ 10,774
Other Assets	<u>\$ 2,143</u>
<b>Total Assets:</b>	<b><u>\$ 12,917</u></b>

**LIABILITIES:**

Current Liabilities	\$ 4,726
Total Equity	<u>\$ 8,191</u>
<b>Total Liabilities &amp; Equity</b>	<b><u>\$ 6,894</u></b>

**Total Revenues:**                   **\$ 6,323**

**Total Expenses:**                   **\$ 864**

**Net Income at 6/30/12:**           **\$ 7,187**

**NOTE S -- RESTATEMENT OF NET ASSETS**

Family OutFITters, LLC is a wholly owned subsidiary of Families in Transition, Inc. During the year ended December 31, 2012, management has decided to omit the unaudited financial information of Family OutFITters, LLC from these consolidated financial statements. As condensed comparative information is included in these consolidated financial statements, net assets have been restated as of January 1, 2011 and 2012 as follows:

	<b>2012</b>	<b>2011</b>
<b>Net assets - January 1 (as previously reported)</b>	<b>\$ 9,727,344</b>	<b>\$ 7,652,722</b>
<b>Amount of restatement due to removal of subsidiary from the consolidated financial statements</b>	<b>(127,430)</b>	<b>(109,867)</b>
<b>Net assets - January 1 as restated</b>	<b>\$ 9,599,914</b>	<b>\$ 7,542,855</b>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**DECEMBER 31, 2012**

**NOTE T – SUBSEQUENT EVENTS**

Management has evaluated subsequent events to April 5, 2013 the date that the financial statements are available to be issued and has determined that there are no transactions requiring disclosure.



**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**CONSOLIDATING STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED DECEMBER 31, 2012**  
(With summarized financial information for the year ended December 31, 2011)

	Families In Transition Operating	Millyard Families	Millyard Families II	Bicentennial Families	Family Bridge	Family Willows	Housing Benefits	Eliminations	Unrestricted Total	Temporarily Restricted	2012 Total	2011 Total
<b>REVENUE AND SUPPORT</b>												
Federal, state and other grant support	\$ 1,435,820	\$ 234,178	\$ 168,475	\$ 142,322	\$ 335,553	\$ 279,250	\$ 117,417	\$ (103,917)	\$ 1,683,498	\$ 280,318	\$ 1,963,816	\$ 3,601,616
Rental income	247,651	92,819					343,557	(19,530)	1,590,097		1,590,097	1,634,635
Thrift store sales												
Public support	114,182								114,182		114,182	157,774
Tax credit revenue	33,600								33,600		33,600	188,100
Special events	158,436								158,436		158,436	119,821
Property management fees	508,296							(508,296)				424,756
Developer fees												443,700
VISTA program revenue	94,931								94,931		94,931	70,503
Unrealized (loss) on investments	1,078								1,078		1,078	(342)
Realized loss on assets		(1,088)	(224)	(421)	(2,570)	(1,695)		(67,770)	(5,998)	(5,998)	(5,998)	(2,912)
Interest income	97,133	3			507	70	3		29,946		29,946	1,993
In kind donations	25,585								25,585		25,585	29,693
Other income	206,922	800	3,801	22,157	14,160	11,033	143,621	(60,176)	342,318		342,318	104,756
Contribution from Millyard 1 LP							445,108	(445,108)				
Net assets released from restrictions	590,099								590,099	(590,099)		
<b>TOTAL REVENUE AND SUPPORT</b>	<b>3,513,733</b>	<b>326,712</b>	<b>172,052</b>	<b>164,058</b>	<b>347,650</b>	<b>288,658</b>	<b>1,049,706</b>	<b>(1,204,797)</b>	<b>4,657,772</b>	<b>(309,781)</b>	<b>4,347,991</b>	<b>6,774,093</b>
<b>EXPENSES</b>												
Program expenses	2,766,455	107,417	315,114	249,734	504,594	428,599	609,631	(759,689)	4,221,855		4,221,855	4,118,752
Distribution to Millyard 1 LP		445,108						(445,108)				
Fund-raising	426,802								426,802		426,802	272,390
Management and General	296,676								296,676		296,676	669,442
<b>TOTAL EXPENSES</b>	<b>3,489,933</b>	<b>552,525</b>	<b>315,114</b>	<b>249,734</b>	<b>504,594</b>	<b>428,599</b>	<b>609,631</b>	<b>(1,204,797)</b>	<b>4,945,333</b>		<b>4,945,333</b>	<b>5,060,584</b>
<b>CHANGE IN NET ASSETS</b>												
<b>BEFORE MINORITY INTEREST</b>	<b>23,800</b>	<b>(225,813)</b>	<b>(143,062)</b>	<b>(85,676)</b>	<b>(156,944)</b>	<b>(139,941)</b>	<b>440,075</b>	<b>-</b>	<b>(287,561)</b>	<b>(309,781)</b>	<b>(597,342)</b>	<b>1,713,509</b>
Minority interest		(147,479)	(143,048)	(85,667)	(156,928)	(125,919)	440,075		(659,041)		(659,041)	(343,550)
<b>CHANGE IN NET ASSETS</b>	<b>23,800</b>	<b>(78,334)</b>	<b>(14)</b>	<b>(9)</b>	<b>(16)</b>	<b>(14,022)</b>	<b>440,075</b>	<b>-</b>	<b>371,480</b>	<b>(309,781)</b>	<b>61,699</b>	<b>2,057,059</b>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES  
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2012

(With summarized financial information for the year ended December 31, 2011)

	Families In Transition Operating	Millyard Families	Millyard Families II	Bicentennial Families	Family Bridge	Family Willows	Housing Benefits	Eliminations	Program Total	Fund-Raising	Management and General	2012 Total	2011 Total
<b>EMPLOYEE COMPENSATION</b>													
Wages	\$ 1,266,830								\$ 1,266,830	\$ 256,790	\$ 188,313	\$ 1,711,933	\$ 1,689,901
Temporary labor													
Employee benefits	138,760								138,760	28,127	20,626	187,513	189,278
Payroll taxes	107,470								107,470	21,785	15,975	145,230	140,681
<b>TOTAL WAGES AND RELATED EXPENSES</b>	<b>1,513,060</b>								<b>1,513,060</b>	<b>306,702</b>	<b>224,914</b>	<b>2,044,676</b>	<b>2,019,860</b>
Advertising	2,398						1,053		3,451	486	357	4,294	5,761
Administrative		6,173	23,785	10,038	52,921		60,775	(108,207)	45,485			45,485	201,589
Amortization			1,304	780	1,961	3,197	6,524		13,766			13,766	
Bank charges										3,072		3,072	2,929
Clothing and participant expenses	56,337								56,337			56,337	49,076
Consultants	8,877								8,877	1,799	1,320	11,996	101,940
Daycare and rental subsidies	142,643								142,643			142,643	183,958
Depreciation	108,467	26,958	94,859	81,368	172,482	119,877	164,717		768,728	21,986	16,123	806,837	714,521
Development expenses													8,846
Events										26,431		26,431	32,085
General		2,844	31,308	38,923	52,615	40,861	2,636		166,343			166,343	221,445
General insurance	33,215						26,700		62,759	6,733	4,937	74,429	44,344
Interest expense	85,299		26,552	13,173	20,882	34,689	9,372	(67,770)	102,197			102,197	46,633
Interest mortgage		19,406	10,370	8,436	39,621	10,345	17,560		105,738			105,738	101,012
Management fees	100,320			17,016		70,533	36,648	(209,652)	35,049			35,049	119,119
Meals and entertainment	5,187								5,187	1,052	771	7,010	5,228
Membership dues and subscriptions	5,908								5,908	1,198	878	7,984	6,469
Office supplies and expense	40,786								40,786	8,268	6,063	55,117	54,349
Postage	4,762								4,762	965	708	6,435	4,136
Printing	13,728								13,728	2,783	2,041	18,552	4,806
Professional fees	26,938	496				7,634	18,765		53,833	5,460	4,004	63,297	41,786
Related entity expenditures	171,710							(171,710)					
Rent	15,930							(15,930)					
Repairs and maintenance	63,670	7,842	79,595	44,472	87,468	89,795	113,598	(186,420)	300,020	12,906	9,464	322,390	405,894
Staff development and supervision	12,837								12,837	2,602	1,908	17,347	44,046
Subrecipient grants	648								648			648	23,274
Taxes	31,667	8,302					79,998		119,967			119,967	31,943
Technology support	45,170								45,170	9,156	6,714	61,040	72,031
Telephone	35,440	225					1,520		37,185	7,184	5,268	48,198	48,198
Travel and vehicle	24,644								24,644	4,995	3,663	33,302	36,652
Utilities	42,417	14,987	47,341	35,528	76,644	51,668	69,765		338,350			338,350	327,769
VISTA program	164,322								164,322			164,322	70,848
Workers' compensation	30,075								30,075	6,096	4,471	40,642	27,979
In Kind													2,258
<b>TOTAL EXPENSES</b>	<b>\$ 2,766,455</b>	<b>\$ 107,417</b>	<b>\$ 315,114</b>	<b>\$ 249,734</b>	<b>\$ 504,594</b>	<b>\$ 428,599</b>	<b>\$ 609,631</b>	<b>\$ (759,689)</b>	<b>\$ 4,221,855</b>	<b>\$ 426,802</b>	<b>\$ 296,676</b>	<b>\$ 4,945,333</b>	<b>\$ 5,060,584</b>

FAMILIES IN TRANSITION, INC.

STATEMENT OF FINANCIAL POSITION  
(Not including subsidiaries)

DECEMBER 31, 2012

(With summarized financial information for the year ended December 31, 2011)

<u>ASSETS</u>				
	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>2012 TOTAL</u>	<u>TOTAL</u>
<b>CURRENT ASSETS</b>				
Cash and cash equivalents	\$ 314,991	\$ 217,807	\$ 532,798	\$ 1,026,481
Accounts receivable	110,349		110,349	308,404
Grants receivable	108,980		108,980	124,213
Prepaid expenses	16,409		16,409	15,155
Accrued interest receivable on related party note	601,247		601,247	505,357
Reserve cash designated for properties	34,407		34,407	65,219
Due from related party	162,149		162,149	75,206
Other assets			-	1,000
<b>TOTAL CURRENT ASSETS</b>	<u>1,348,532</u>	<u>217,807</u>	<u>1,566,339</u>	<u>2,121,035</u>
<b>NON CURRENT ASSETS</b>				
Related party notes receivable	1,725,799		1,725,799	1,725,799
Investments	4,656		4,656	3,578
Investment in related entities	1,196,347		1,196,347	1,196,347
Land, buildings and equipment - net	2,364,718		2,364,718	2,101,755
<b>TOTAL NON CURRENT ASSETS</b>	<u>5,291,520</u>		<u>5,291,520</u>	<u>5,027,479</u>
<b>TOTAL ASSETS</b>	<u>\$ 6,640,052</u>	<u>\$ 217,807</u>	<u>\$ 6,857,859</u>	<u>\$ 7,148,514</u>
<u>LIABILITIES AND NET ASSETS</u>				
<b>CURRENT LIABILITIES</b>				
Current portion of long-term debt	\$ 46,453	\$	\$ 46,453	\$ 40,240
Accounts payable	51,433		51,433	78,173
Accrued expenses	83,937		83,937	149,313
Funds held as fiscal agent	66,506		66,506	74,626
Due to related party	61,209		61,209	78,840
Deferred revenue	293		293	719
Security deposits	8,924		8,924	4,281
<b>TOTAL CURRENT LIABILITIES</b>	<u>318,755</u>		<u>318,755</u>	<u>426,192</u>
<b>NONCURRENT LIABILITIES</b>				
Long-term debt, less current portion	1,125,178		1,125,178	1,022,415
<b>TOTAL LIABILITIES</b>	<u>1,443,933</u>		<u>1,443,933</u>	<u>1,448,607</u>
<b>NET ASSETS</b>				
Unrestricted	5,196,119		5,196,119	5,172,319
Temporarily restricted		217,807	217,807	527,588
<b>TOTAL NET ASSETS</b>	<u>5,196,119</u>	<u>217,807</u>	<u>5,413,926</u>	<u>5,699,907</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 6,640,052</u>	<u>\$ 217,807</u>	<u>\$ 6,857,859</u>	<u>\$ 7,148,514</u>

FAMILIES IN TRANSITION, INC.

STATEMENT OF ACTIVITIES  
(Not including subsidiaries)

For The Year Ended December 31, 2012

(With summarized financial information for the year ended December 31, 2011)

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>2012 TOTAL</u>	<u>2011 TOTAL</u>
<b>REVENUE AND SUPPORT</b>				
Federal, state and other grant support	\$ 1,435,820	\$ 280,318	\$ 1,716,138	\$ 2,039,900
Rental income	247,651		247,651	249,857
Public support	114,182		114,182	157,774
Tax credit revenue	33,600		33,600	188,100
Special events	158,436		158,436	119,821
Property management fees	508,296		508,296	463,528
Developer fees	-		-	443,700
Program service revenue	94,931		94,931	70,503
Unrealized (loss) gain on investments	1,078		1,078	(342)
(Loss) on asset disposal	-		-	(2,912)
Interest income	97,133		97,133	97,549
In kind donations	25,585		25,585	29,693
Other income	206,922		206,922	126,752
Net assets released from restriction	590,099	(590,099)		
	<u>3,513,733</u>	<u>(309,781)</u>	<u>3,203,952</u>	<u>3,983,923</u>
<b>EXPENSES</b>				
Program expenses	2,766,455		2,766,455	2,452,764
Fund-raising	426,802		426,802	272,390
Management and General	296,676		296,676	669,442
TOTAL EXPENSES	<u>3,489,933</u>		<u>3,489,933</u>	<u>3,394,596</u>
INCREASE (DECREASE) IN NET ASSETS	23,800	(309,781)	(285,981)	589,327
NET ASSETS - BEGINNING OF YEAR	<u>5,172,319</u>	<u>527,588</u>	<u>5,699,907</u>	<u>5,110,580</u>
NET ASSETS - END OF YEAR	<u>\$ 5,196,119</u>	<u>\$ 217,807</u>	<u>\$ 5,413,926</u>	<u>\$ 5,699,907</u>



## ***Board of Directors***

### **Karyn O'Neil, Chair**

Senior Vice President, Citizens Bank  
249 W. Haven Road, Manchester, NH 03104  
[Karyn.ONeil@rbscitizens.com](mailto:Karyn.ONeil@rbscitizens.com)  
Phone: 603-634-7441  
Board member since 2003

### **Deborah J. Brann, Treasurer**

Controller  
St. Paul's School  
325 Pleasant Street, Concord, NH 03301  
[dbrann@sps.edu](mailto:dbrann@sps.edu)  
Telephone: 603-229-4737  
Board member since 2011

### **Sedra Michaelson,**

Strategic Account Manager, CCH, a Wolters  
Kluwer business  
15 Cortland Drive, Bedford, NH 03110  
[smichael@cch.com](mailto:smichael@cch.com)  
Phone: 603-321-6215  
Board member since 2003

### **Dick Anagnost**

President Anagnost Investments  
1662 Elm Street., Manchester, NH 03101  
[dick@anagnost.com](mailto:dick@anagnost.com)  
Phone: 603-669-6194  
Board member since 2007

### **Rev. Gayle Murphy**

Northwood Congregational Church, UCC  
113 School Street, Concord, NH 03301  
[ncc@myfairpoint.net](mailto:ncc@myfairpoint.net)  
Phone: 603-942-0209  
Board member since 2008

### **Graham Chynoweth**

Dynamic Network Services, Inc.,  
Chief Operating Officer  
1230 Elm Street, 5<sup>th</sup> floor  
Manchester, NH 03101  
[gchynoweth@dyn.com](mailto:gchynoweth@dyn.com)  
Phone: 603-296-1515  
Board member since 2009

### **Susan Grodman, Vice Chair**

The Derryfield School, Director of Service & Global  
Education  
2108 River Road, Manchester, NH 03104  
[sgrodman@derryfield.org](mailto:sgrodman@derryfield.org)  
Phone: 603-540-0860  
Board member since 2007

### **Trevor Arp, Secretary**

Comcast, VP of Product Management  
86 Godfrey Lane, Fremont, NH 03044  
[Trevor\\_Arp@cable.comcast.com](mailto:Trevor_Arp@cable.comcast.com)  
Phone: 603-244-2209  
Board member since 2008

### **Joan Reische**

Retired Professional Baker

Board member since 1998

### **Judy Bergeron**

President, MTS Services  
13 Delta Drive, Suite 7, Londonderry, NH 03053  
[Jbergeron@mtsservices.com](mailto:Jbergeron@mtsservices.com)  
Phone: 603-674-5955  
Board member since 2005

### **Theresa Dolloff**

Retired Marketing Professional

Board member since 2007

### **David Donohue**

D Two Communications, Principal  
23 Whitehall Terrace, Hooksett, NH 03106  
[david@dtwo.biz](mailto:david@dtwo.biz)  
Phone: 603-296-5629  
Board member since 2009

**Eric Demaree**

CCA Global Partners  
President Carpet One Floor & Home Division  
670 No. Commercial St. Manchester, NH 03101  
[edemaree@ccaglobal.com](mailto:edemaree@ccaglobal.com)

Board member since 2012

**Charla Stevens**

McLane, Graf, Raulerson & Middleton Esquire  
900 Elm Street  
Manchester, NH 03105  
[Charla.stevens@mclane.com](mailto:Charla.stevens@mclane.com)  
603-628-1363

Board member since 2013

**Stephanie Sledjeski**

Lincoln Financial Group, Asst Vice President  
2 Karolina Lane, Bedford, NH 03110

Board member since 2010

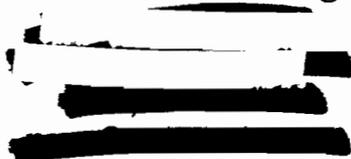
**Margaret “Missy” Fulton**

Assistant Commissioner  
N H Department of Revenue Administration  
109 Pleasant Street  
Concord, NH 03302  
[mfulton@rev.state.nh.us](mailto:mfulton@rev.state.nh.us)  
603-490-3606

Board member since 2012

As of May 2013

## Maureen Ann Beaugard



### Professional Experience

**November 1991 to Present:** Families in Transition, 122 Market Street, Manchester, NH 03101.

1995-Present. President, Families in Transition. Developed a Board of Directors and established Families in Transition as a private nonprofit agency in 1995. Responsible for grant writing, fundraising, facility development, oversight of agency personnel, program development, day to day operations, reporting to state and federal agencies and public relations.

- 2003to Present: Development and Implementation of 33 units permanent affordable housing in Manchester.
- 2001-2003: Development of Families in Transition – Concord, 16 units of affordable housing with 6 designated for homeless women with a disability and 10 designated for transitional housing for homeless women and their children.
- 2001 to Present: Development of Families in Transition’s social entrepreneurship, Family OutFITters thrift store and Employment Training Program.
- 1998 – 2001: Development of Millyard II Transitional Housing Program with 19 apartments and 1 interim unit for 3 families.
- 1995 – 1997: Development of Millyard I Transitional Housing Program with 12 apartments for homeless women with children.
- 1994 – 1995: Development of steering committee to form the Board of Directors for Families in Transition and Families in Transition becomes and independent 501 © (3)

1991- 1994 New Hampshire Community Loan Fund. Program Director. Designed and implemented transitional housing programs for the homeless women with and without children.

- 1993 – 1994: Development and implementation of Community Program providing supportive services to 14 homeless women and their children and assisting them in attaining and maintaining housing.
- 1992 – 1993: Development and implementation of Amherst Street Transitional Housing Program for 9 homeless single women.
- 1991 – 1992: Development and implementation of Spruce Street Transitional Housing Program for 5 homeless women and their children.

**November 1989-March 1991:** Child Protective Service Worker II for the Division for Children and Youth Services, 30 Maplewood Avenue, Portsmouth, NH. Advocated for abused and neglected children in court, established support network (fostercare, visitation, and counseling) to help in the abuse/neglect recovery process.

**November 1988-November 1989:** Substance Abuse Counselor for Team Coordinating Agency, Phoenix East, Haverhill, MA. Counseled clients, aided and found resources

(AA/NA meetings, employment, education, and counseling) for residents in halfway house for alcoholic/addicts, age 16-25. Conducted weekly support group.

### **Education**

Bachelor of Science degree from the University of New Hampshire, College of Life Science and Agriculture. Area of study: Family Studies.

### **Professional Affiliations and Honors**

- **1998 to 2004** – Northern New England Housing Investment Fund. Member of Board of Directors.
- **1998 to 2004** – Northern New England Equity Fund. Member Board of Directors and Investment Committee
- **2004:** New Hampshire Business Review, Business Excellence Awards 2004, Maureen Beauregard for Excellence in Non-Profit
- **2004:** The Walter J. Dunfey Awards for Excellence in Management awarded to Families in Transition
- **2003:** YWCA Susan B. Anthony Award, Woman of the Year
- **2003:** New Hampshire Housing Finance Authority Annual Conference: Maureen Beauregard and Families in Transition recognized as Best Practice for Development of Affordable Housing in New Hampshire.
- **2002:** Great Bay Foundation: \$150,000 grant award for the development and implementation of social entrepreneurship, Family OutFITters.
- **2002:** Citizens Bank and WMUR Channel – 9, 2003 Community Champions Award for Homelessness for New Hampshire
- **2001:** Manchester Continuum of Care Narrative submission to the U.S. Dept. of Housing & Urban Development, SuperNOFA: 1 of top 10 narratives in the country.
- **2003 to Present:** YMCA Diversity Committee
- **2003 to Present:** Intown Manchester, Economic Development Committee, Trustee
- **2003:** The Sharing Foundation, Caring for Cambodia's Children Parent Advisory Council
- **2003 to Present:** New Hampshire Interagency Council on Homelessness, member appointed by Governor Benson
- **2002 to Present:** Policy Academy for the Chronically Homeless, member
- **2002 to Present:** Great Bay Foundation, Work Group consisting of 5 leading initiatives, member
- **2001 to Present:** Manchester Task Force on Housing, member appointed by Mayor
- **1999 to Present:** Northern New England Housing Investment Fund, Investment Committee, Trustee
- **1998 to Present:** Manchester Continuum of Care, Chairperson in 1998, 2003, founding member

## **Stephanie Allain Savard, LICSW**

### **Licensure and Education:**

- New Hampshire Licensed Independent Clinical Social Worker, #941, April, 2000.
- Masters in Social Work, Boston University, 1996.
- Bachelor of Arts – Honors in Psychology, Keene State College, 1992.
- Associate of Science in Chemical Dependency, Keene State College, 1992.
- Boston University Workshop-Based Trauma Certificate, 2006.
- Low Income Housing Tax Credit Certified Credit Compliance Professional (C3P), 2000.

### **Professional Experience:**

*Vice-President*, Families in Transition, Manchester, NH, 1/97 – Present.

- Oversight of clinical department and all supportive services programming within agency, including case management, therapeutic services, employment & training services, youth programming and specialized programming. Oversee and manage treatment and supportive services for a program capacity of 150+ homeless families and individuals to ensure that consistent and quality clinical services are provided. Oversight of 135+ units of affordable housing to ensure quality and safe housing for all tenants.
- Provide administrative and clinical supervision to all licensed clinicians, masters and bachelor level clinician & case managers. Provide oversight to the Property Administration Department, including management of all funding requirements for each property, including Low Income Housing Tax Credits, HOME, Housing and Urban Development, CDBG, etc.
- Assumes responsibilities and decision-making for agency in the absence of the President. Assist President on personnel issues and in oversight of agency and strategic planning.
- Provide therapeutic services to participants of program, including participation in participant team meetings. Co-facilitate support groups on various issues, including self-esteem, co-dependency, Relational/Cultural Theory, trauma and relationships.
- Families in Transition Board of Directors Programs and Supportive Services Committee Member and assist in Board of Director meetings.
- Member of the Manchester Continuum of Care, 10/00 – Present; Community Awareness Committee Chair 2003/2004; 2006 – Present.

*Counselor/Family Service Worker*, NFI Midway Residential Shelter, Manchester, NH, 1993 – 1996.

- Supervised 15 adolescent males utilizing behavior management and normative culture techniques.

- Supervised all shifts and summer activity program; Conducted family assessments and counseling.

*MSW Clinical Intern, CASPAR Emergency Service Center, Cambridge, MA, 1995-1996.*

- Provided assessments, individual and group therapy to homeless substance abusers in early recovery.
- Developed a resource manual of services for client referral and assisted in creating a program brochure.

*MSW Clinical Caseworker Intern, WorkSource of Work, Inc., Quincy, MA, 1994-1995.*

- Provided case management, counseling, and crisis intervention to consumers with psychiatric disabilities in a vocational rehabilitation workshop. Developed and co-facilitated support groups.
- Developed and facilitated a pre-employment program for consumers transitioning into community work.

*VISTA Volunteer, Center for Human Services, Seattle, WA, 1992-1993.*

- Developed, recruited, and supervised a volunteer program for multiple programs and departments.
- Diversity Committee Member; Assisted in agency fundraising and grant writing; designed and marketed public relation materials; assisted in coordinating Board of Directors and chairing Board committees.

**Professional Affiliations and Volunteer Experience:**

- Lazarus House Transitional Housing Advisory Council, Lawrence, MA, 2004 - Present.
- Board of Directors of the NH Coalition to End Homelessness, 12/00 - 2002.

**Awards & Professional Memberships:**

- National Association of Social Workers, Member 1996-Present; NH Chapter Board of Directors, Vice-President 2006 – Present.
- Union Leader and Business Industry Association “40 Under 40” Leaders of New Hampshire, 2004
- NH Homeless Service Providers Award, Office of Homeless and Housing Services, 2003.

# Abbie Marie Weinstein

## SUMMARY OF QUALIFICATIONS

A dynamic and passionate self-starter with diversified experience and strong interest in, non-profit and social service organizations, working with underserved populations and crisis intervention services.

## PROFESSIONAL EXPERIENCE

Families In Transition, Manchester, NH  
**Intake Coordinator**

Aug 2013 – Present

Bridges Domestic and Sexual Violence Support, Nashua, NH  
*Social service agency.*

2011-2013

### **Crisis Intervention Advocate** (2011 - Present)

- ▲ Respond to clients in crisis. Identify problems, explore options, and support clients in making their own decisions. Offer emotional support, assistance, advocacy, referral information, and follow-up as needed.
- ▲ Document all direct service activities. Record client statistical data, including referrals if any, and maintain related agency documentation.
- ▲ Advocate with clients in the courts, police stations, hospitals, and other agencies, as determined by the client involved. Provide limited transportation to clients.
- ▲ Collaborate with other staff to enhance direct service delivery as assigned. Develop and maintain contacts with other human service providers in the greater Nashua Area. Participate in back-rotation on nights and weekends.

### **Volunteer Coordinator** (2011 - 2013)

- ▲ Work with the Direct Service Program Coordinator to enhance the direct service provision of the agency, specifically by coordinating volunteer recruitment, training and retention.
- ▲ Schedule volunteers for shifts on the support line. Organize quarterly volunteer trainings and update training curriculum as needed.
- ▲ Supervise agency volunteers, interns and per diem workers, collaborating with the Direct Service Program Coordinator and Milford Program Coordinator Recruit and interview new volunteers with the Direct Service Program Coordinator.
- ▲ Document all volunteer activities. Maintain and secure all volunteer records. Assist in developing and facilitating team-building exercises, events and meetings for volunteers.

### **Support Group Facilitator** (2011 - 2012)

- ▲ Created a safe, stable environment for group members. Planned and presented weekly educational topics based on member needs. Managed time in the group and keep members on topic.
- ▲ Collected and submitted monthly group attendance data for agency reporting.

AmeriCorps Victim Assistance Program, Bridges, Nashua, NH  
*National Service Program*

2011

### **Crisis Intervention Advocate**

- ▲ Performed this role for 3 months and was subsequently hired as a permanent employee at the agency.

AmeriCorps VISTA, YWCA NH, Manchester, NH  
*National Service Program*

2010-2011

### **Development Assistant**

- ▲ Developing and implementing a comprehensive public relations program to increase the visibility of YWCA programs. Send press releases and public service announcements to media outlets.
- ▲ Centralize and standardize all fliers, brochures and e-blasts for YWCA programs, events and activities.
- ▲ Crisis line volunteer advocate, work closely with advocates and group facilitators to increase attendance at support groups.
- ▲ Increased social media readership and awareness through the creation of a dedicated blog and Twitter feed, in addition to increasing Facebook followers.

Constellation NewEnergy, Boston, MA  
*A leading U.S. competitive energy supplier.*

2007-2009

**Administrative Assistant**

- ▲ Worked independently and within a team on both nonrecurring and ongoing projects for all company departments as needed. Handled multiple projects for multiple departments simultaneously.
- ▲ Assisted marketing team with development and execution of direct mail campaigns and assembly of informational packets for seminars. Created flyers for company sponsored employee events.
- ▲ Scheduled and coordinated meetings and conferences. Organized travel arrangements and department activities.

Devonshire, Boston, MA  
*Luxury rental apartments.*

2007

**Marketing Administrative Assistant**

- ▲ Designed and distributed weekly availability reports via email. Researched and created events flyers for building residents. Created flyers for broker incentive and updated rental listings on various websites.
- ▲ Handled leasing related inquiries and resident related issues. Scheduled broker tours, prospective resident apartment showings and freight elevator usage. Managed daily calendar and assembled client materials for the director of marketing.

Concord Monitor, Concord, NH  
*An award-winning daily newspaper.*

2005-2007

**Advertising Account Executive**

- ▲ Actively pitched and acquired local business advertisers and maintained database of current prospective clients. Managed current client accounts and assured that they continued to advertise.
- ▲ Worked closely with graphic artists and production team to build successful new ads and ad campaigns for clients. Coordinated exhibits at and attended trade shows. Coordinated direct mailings to inform customers of new and upcoming advertising opportunities.

**ADDITIONAL EXPERIENCE**

YWCA New Hampshire 2011, **Crisis Line Volunteer Advocate**  
HUD Point In Time Count 2011, **Volunteer**  
Manchester Kid's Marathon 2010, **Volunteer**  
Child Health Services 2010-11, **Family Literacy Program Volunteer**  
Three Acre Kitchen 2009-10, **Social Media Coordinator, Design Assistant**  
New Hampshire Film Festival 2009 & 2010, **Festival Volunteer**  
Volunteer NH 2009, **Graphic Design Volunteer**

**EDUCATION and SKILLS**

**BA in Communications**, University of Massachusetts, Amherst, MA  
Proficient in Microsoft Office Suite, Publisher and Social Media tools.  
Completed 30hrs of crisis line advocate training at the YWCA New Hampshire.  
Completed AmeriCorps Victim Assistance Program Training

Katelyn Gagnon

**Objective:**

To obtain a position within a social service agency and utilize interpersonal skills through working with the community in which they serve.

**Education:**

Keene State College  
229 Main Street  
Keene, NH 03435  
Bachelor of Arts in Psychology  
Graduated May 2011  
2007-2011

John Stark Regional High School  
618 N. Stark Highway  
Weare, NH 03281  
High School Diploma  
2003-2007

**Experience:**

Families in Transition  
122 Market Street  
Manchester, NH 03101  
603-641-9441  
February 2013- present

**Job Title:** Day time Program Aide at Manchester Emergency Housing

**Job description:** provide case management to families within the shelter and also in the housing program, general shelter oversight, screen calls for clinical hotline.

**Supervisor:** Stephanie Savard

Child and Family Services  
464 Chestnut Street  
Manchester, NH 03105  
603-518-4000  
August 2011-February 2013

**Job Title:** Parent Aide

**Job Description:** in home support services for children and families in which a case has been founded as abuse and/or neglect. Models appropriate parenting and supporting safe and healthy interactions. Travel required.

**Supervisor:** Maria Berube

Greater Manchester Family YMCA  
116 Goffstown Back Road  
Goffstown, NH 03045  
603-497-4663  
June 2012-March 2013

**Job Title:** Sports Coach

**Job Description:** Teach parent/child soccer, t-ball, and basketball classes for 3-5 year old children.

**Supervisor:** Katie Duffey

YMCA Camp Halfmoon  
May 2008-September 2011

**Job Title:** Program Director

**Job Description:** Temporary summer position, supervise six members of the program staff, organize weekly schedule, engage children in program activities, open and close camp.

**Supervisor:** Katie Duffey

**Skills:** extensive computer skills, familiar with Microsoft Office, positive attitude, quick learner, open minded and willing to learn new concepts.

First Aid and CPR certified

**Volunteer Opportunities**

NH Lady Twisters AAU basketball  
Head Coach  
March 2013-June 2013

Assistant Coach  
March 2012-June 2012

**References:**  
Lynn Gamache

Sue Dodge

Amy Malone

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# Alisha Lupa

## Objective

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I would like to be a major asset to a company with the ability for growth potential in my employment.

## Experience

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2008 – Present	Families in Transition Manchester Emergency Housing	Manchester, NH
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### Treatment Coordinator/Program Aide

- Ensuring proper policies and procedures required of participants are being adhered to.
- Responsibilities include participant intake and documentation of participant records, program interviews, and case management.
- Clerical duties such as covering of phones, photocopying and faxing of documents.

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2006 - 2009	Easter Seals N.H.	Manchester, NH
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### Direct Support Staff

- Receptionist duties including phone coverage, filing, copying and faxing. Responsible for scheduling, cancellation and attendance of appointments and handling of billing requisitions.
- Provision of support for activities of daily living for residents.
- Possession and maintenance of all certifications for CPR & First Aid, AED and M.O.A.B.

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PT Seasonal 2008	Mel's Fun Way Park	Litchfield, NH
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### Cashier/Clerk

- Use of customer service skills to aide customers and ensure satisfaction.
- Processing sales transactions with the use of a cash register.
- Proper knowledge of processing change, and balance of cash register in use.

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2003 - 2005	Marilyn's Sun and Soul	Manchester, NH
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### Receptionist

- Office duties include faxing, copying, use of office machines, answering phones and scheduling of appointments for clients.
- Provide customers with assistance and service satisfaction. Processing of sales transactions and maintenance of office and units.
- Possession and maintenance of business and employee certifications. Responsible for proper closing of office at the end of work day.

## Education

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2012-Current  
2005 – 2007

NHTI  
Hesser College

Concord, NH  
Manchester, NH

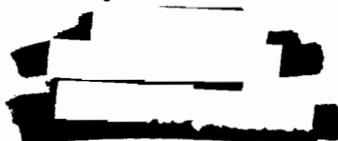
- Working on a degree in Community Social Services

## **References**

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References are available on request

# Alyssa Peroni



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- Objective** To obtain a challenging position in the field of human services that utilizes my education and experience, so that I can contribute to the organization and enhance my professional skills.
- Education** Bachelor of Arts in Psychology                      Minor in Sociology – Criminal Justice  
University of Hartford, West Hartford, CT; May 2009
- Honors/  
Awards** Summa Cum Laude  
Dean’s List, President’s List  
Psi Chi, National Honor Society in Psychology, member
- Professional  
Experience**
- Families in Transition**, Manchester, NH    January 2013- Present  
Housing Advocate
- Provide direct case management to participants in the housing program.
  - Assist participants with maintaining housing and address issues related to homelessness.
  - Address crises as they occur, including providing backup support for calls to emergency hotline.
  - Facilitate groups and workshops for participants to attend.
- Greater Nashua Mental Health Center**, Nashua, NH    November 2010 – January 2013  
Psychiatric Rehabilitation Specialist
- Provided support, education, and outreach to a caseload of severely mentally ill adults.
  - Coordinated community support systems, resources, and services for consumers.
  - Provided crisis intervention as needed.
  - Used therapeutic techniques to assist clients with removing barriers and learning skills to improve independent functioning.
  - Completed ongoing trainings related to mental health, substance use, medications, and client care.
- Nashua Children’s Home**, Nashua, NH    June 2009 – November 2010  
Assistant Residential Supervisor of the Older Girls Residence
- Provided supervision and support to employees and up to twelve residents.
  - Taught independent living and social skills through activities and programming.
  - Dispensed medications on a daily basis.
  - Used crisis prevention and intervention techniques as needed.
- Leadership  
Activities**
- McKinney Homeless Shelter**, Hartford, CT    September 2009 – December 2007  
Volunteer
- Completed 100 hours spending time with residents with mental illness, substance use and disabilities in day program and preparing meals.
- University of Hartford**, West Hartford, CT    September 2007 – December 2007  
School of Arts and Sciences, Preceptor
- Assisted professor with course content, lectures, grading, and student needs.
- University of Hartford**, West Hartford, CT    September 2005 – May 2006  
Educational Main Street, Tutor
- Worked one-on-one and in small groups with elementary school students in the community to improve reading skills.

# SARAH DORNER

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## EDUCATION

**Brandeis University**, Waltham, MA December 2006  
Bachelor of Arts in Psychology and Sociology, Magna Cum Laude  
GPA: 3.7; Dean's List; Psi Chi National Honor Society in Psychology

**University of Melbourne**, Melbourne, Australia February – June 2006  
Received merit-based scholarship to pursue coursework in Australian studies, Indigenous studies, and History

## EXPERIENCE

**Families in Transition**, Manchester, NH June 2012 – Present  
*Treatment Coordinator*

- Provide case management services and advocate for families while they work through homelessness, trauma, substance abuse, and mental illness
- Partner with community agencies and connect families to resources as needed

**Families in Transition**, Manchester, NH Oct 2009 – June 2012  
*Child and Family Advocate*

- Aided families with children enrolled in a trauma-informed preschool and after-school program with the development of parenting skills to support their children's overall well-being
- Designed and facilitated groups within a therapeutic setting for children and parents impacted by trauma

**CL Education Center**, Jinhae, South Korea Dec 2008 – June 2009  
*English Teacher*

- Planned innovative lessons and activities for students between the ages of three to fourteen
- Presented new material and designed tests to assess students' comprehension

**Mesila Aid and Information Center**, Tel Aviv, Israel Feb 2008 – Aug 2008  
*Social Work Volunteer*

- Organized foreign worker volunteers to assist other foreign workers from the Philippines who were ill
- Created and conducted original activities for after-school programs serving children of refugees from Africa
- Assisted in mobilizing foreign workers in advocating for the rights of immigrant children

**Kdam Atidim English Summer Camp**, Ben Shemen, Israel July 2008  
*English Teacher/Counselor*

- Devised English curriculum appropriate for teenagers from Israel's periphery and disadvantaged communities
- Supported programming to foster a sense of community and help teens confront challenges

**Eliot Community Human Services**, Wakefield, MA Mar 2007– Feb 2008  
*Group Care Worker*

- Served as role model and advocate for adolescent females residing in a residential group home
- Implemented and facilitated new and creative programming to support the development of life skills
- Maintained communication with administration, families, social workers, and schools

**Student Sexuality Information Service**, Brandeis University Aug 2005 – May 2007  
*Counselor and Educator*

- Provided confidential counseling, information, and referrals to outside resources
- Designed, facilitated, and promoted campus-wide and small-group educational programs

**Waltham Action Research Project**, Waltham, MA Fall 2006  
*Collaborative Research Intern*

- Managed high school students with community-based research on local after-school programs
- Developed and conducted seminars in research skills to aid students' service learning

# **CAROLYN TOWNE**

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**Objective:** A position promoting the well-being of others, while serving the community

**Education:**  
9/96-5/00 Bachelor of Arts, Psychology, Summa Cum Laude  
University of New Hampshire at Manchester

**Experience:**  
2/10-Present

**Treatment Coordinator  
Families in Transition, Manchester, NH**

- Provide case management services for a caseload of 17 participants; includes support with creating a case plan and achieving individualized goals related to obtaining and/or maintaining suitable housing, improving financial management skills, obtaining/maintaining mainstream benefits, improving physical and/or mental health, obtaining gainful employment and/or increasing education, improving parenting skills, and other activities of daily living
- Connect participants to community resources and communicate with collateral contacts as needed to coordinate appropriate level of care
- Coordinate and co-lead groups and workshops related to improving interpersonal skills, managing finances, and other topics as needed
- Maintain caseload files and document services in a timely manner.

3/07-Present

**Visit Supervisor  
YWCA Supervised Visitation & Child Exchange Center,  
Manchester, NH**

- Facilitate a safe and neutral environment for visits and exchanges:
  - Responsible for supervising contact between child(ren) and non-residential parent;
  - Ensure strict adherence to Center's policies and procedures by providing clear direction and redirection as needed;
  - Document objective observations before, during, and after visits.

10/09-1/10

**Parent Aide  
Child and Family Services  
Laconia, NH**

- Supervised visits between child(ren) in placement and their parent(s)
- Modeled appropriate parenting techniques and provided coaching regarding life skills
- Supported parent(s) with identifying and accessing appropriate community resources
- Completed treatment plans, assessments, and documentation of visit notes in a timely manner

# **CAROLYN TOWNE**

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## **Experience**

### **(cont.):**

**3/07-10/09**

**Community Integration Coordinator  
Fellowship Housing Opportunities, Concord, NH**

- Coordinated and provided therapeutic behavioral services and medication support services to outreach clients suffering with severe and persistent mental illness
- Resolved medication issues via communicating with client, outreach staff, pharmacy personnel, and client's treatment team as needed
- Provided direct care, including medication support services and support with activities of daily living, in a residential setting for people suffering with severe and persistent mental illness

**9/04-3/07**

**Housecleaner/Sub-contractor/Room Attendant  
Cat's Eye Cleaning Service, Plymouth, NH  
The Snowy Owl Inn, Waterville Valley, NH**

- Thoroughly cleaned guest rooms, privately owned houses, and condominium units; included removal of debris and detailed cleaning of newly constructed condominium units

**3/05-6/05**

**Youth Counselor  
Mount Prospect Academy, Plymouth, NH**

- Provided 100% supervision of at-risk male youth
- Aided teachers in maintaining learning environment
- Maintained a safe living environment for youth in the residence
- Utilized behavioral modification level system and implemented non-violent crisis intervention as needed

**10/00-6/04**

**Housing Outreach Counselor/Cypress Center Counselor  
The Mental Health Center of Greater Manchester, Manchester, NH**

- Outreached clients at risk for frequent hospitalizations and/or eviction, to provide medication monitoring and symptom management
- Supported clients in the community to decrease isolation and promote independence
- Provided short-term, intensive crisis stabilization activities aimed at reducing acute mental and emotional disturbances

## **Community**

### **Service:**

**5/99-5/00**

**Crisis Counselor Volunteer  
YWCA, Manchester, NH**

**9/97-9/98**

**Compeer Volunteer  
The Mental Health Center of Greater Manchester, Manchester, NH**

## **References:**

**Furnished upon request**





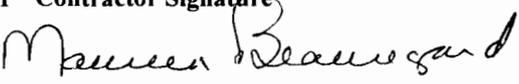
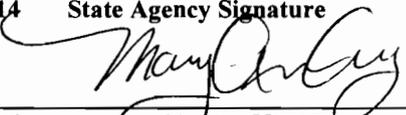
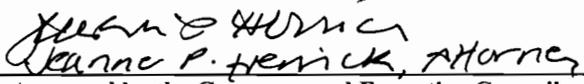
Subject: Permanent Housing

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Families in Transition		<b>1.4 Contractor Address</b> 122 Market Street Manchester, NH 03101	
<b>1.5 Contractor Phone Number</b> (603) 641-9441	<b>1.6 Account Number</b> 05-95-42-423010-7927	<b>1.7 Completion Date</b> September 30, 2014	<b>1.8 Price Limitation</b> \$98,466.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Maureen Beauregard, President	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8/29/13</u> the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 		<b>Laurie Saunders</b> Notary Public - New Hampshire My Commission Expires October 8, 2013	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Laurie Saunders, Bookkeeper, Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Mary Ann Cooney Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Jeanne P. Herrick, Attorney On: <u>19 Sept. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: MB  
Date: 8/29/13

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

**Supportive Housing Program**

1. Services
  - 1.1. Based on the continued receipt/availability of federal funds from the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program, the Contractor shall provide a permanent housing program that shall serve ten (10) homeless individuals with disabilities.
  - 1.2. The goal of this program is to facilitate the movement of homeless individuals to permanent housing and maximum self-sufficiency.
  - 1.3. To be eligible for contract services, individuals must be homeless as defined in HUD regulations. The Contractor must obtain and retain appropriate documentation.
  - 1.4. The Contractor shall provide these services according to HUD regulations as outlined in Public Law 102-550, the SHP Desk Guide, and other written HUD policies and directives.
  - 1.5. Each program participant shall have an employment assessment and employment goals included in the individual service plan, as appropriate.
  
2. Program Reporting Requirements
  - 2.1. The Contractor shall submit the following reports:
    - 2.1.1. Quarterly Progress Reports: Quarterly progress reports shall include the number of participating individuals at the end of the quarter, the number of vacancies at the end of the quarter, the number of individuals who have left the project during the quarter, the number of new individuals who entered the project during the quarter, the status of Project Activities performed, the outlook for completion of the remaining Project Activities prior to the completion Date, and the changes, if any, which need to be made in the Project or Project Activities. Quarterly reports shall be submitted to the Bureau of Homeless and Housing Services (BHHS). Quarterly reports are due no later than thirty (30) days after the conclusion of the quarter.
    - 2.1.2. Annual Progress Report: Within thirty (30) days after the Completion Date, an Annual Progress Report (APR) shall be submitted to the BHHS that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Progress Report shall be in the form required or specified by the State.
    - 2.1.3. Other Reports as requested by the State.
  - 2.2. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
  - 2.3. Failure to submit the above reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.
  
3. Contract Administration
  - 3.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
  - 3.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
  - 3.3. The Contractor shall inform BHHS of any staffing changes.

*MAB*



Exhibit A

- 3.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
- 3.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

4. Financial

- 4.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Supportive Housing Program agreement value specified in Exhibit B of this agreement from the HUD Supportive Housing Program, for contract services.
  - 4.1.1. Supportive services.
    - 4.1.1.1. Eligible supportive services costs include salary and fringe benefits for direct service and supervisory staff (as proportionate to time dedicated to the project), furnishings used by direct service staff or participants, supplies used by direct service program staff or participants, transportation of participants and staff when related to direct service, office equipment and expenses (as proportionate to direct service), medical/dental care for participants, education, counseling, case management, intervention, daily living skills, parenting skills, mental health care, rent/security deposits or other housing search assistance for participants exiting the program, substance abuse treatment, vocational training, and employment assistance. Eligible services are available to those individuals actively participating in the permanent housing program.
    - 4.1.1.2. Ineligible costs include staff training, fundraising, conference attendance, and court fines incurred by participants.
    - 4.1.1.3. Contract funds may be used to pay for up to eighty percent of the actual supportive services costs.
  - 4.1.2. Leasing: Leasing may include leasing one structure or leasing units scattered throughout a community.
    - 4.1.2.1. Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor.
    - 4.1.2.2. The portion of the rent paid with grant funds may not exceed HUD-determined fair market rents.
    - 4.1.2.3. The Contractor shall pay individual landlords directly, funds may not be given directly to participants to pay leasing costs.
    - 4.1.2.4. The Contractor may to pay the landlord up to one months rent for any damages to the units by participants.
    - 4.1.2.5. The Contractor cannot lease a building that it already owns to itself.
    - 4.1.2.6. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.
  - 4.1.3. Administrative costs.

Administrative costs include costs associated with the accounting for the use of contract funds, preparing required reports, and obtaining program audits.
- 4.2. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies.
  - 4.2.1. Match requirements are to be cash and documented with each payment request.
  - 4.2.2. Match requirements cannot be met through in-kind donations of goods and services.
- 4.3. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 4.1. The Contractor must have written approval from the State prior to billing for any other expenses.
- 4.4. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR



Exhibit A

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- 583.315). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 4.5. The contractor shall have any staff charged in full or part to this contract or counted as match complete weekly or bi-weekly timesheets.



**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**Supportive Housing Program**

The following financial conditions apply to the scope of services as detailed in Exhibit A – Supportive Housing Program.

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

NH General Fund: Not applicable  
Federal Funds:  
CFDA #: 14.235  
Federal Agency: U.S. Department of Housing & Urban Development  
Program Title: Supportive Housing Program  
Total Amount Supportive Housing Program;  
October 1<sup>st</sup>, 2013 – September 30, 2014: not to exceed \$98,466

Funds allocation under this agreement for Supportive Housing Program;

Supportive services: \$17,970.00  
Leasing: \$77,367.00  
Administrative costs: \$3,129.00  
Total program amount: \$98,466.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program, in an amount not to exceed and for the time period specified above.

**2. REPORTS.**

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

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

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

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.
- 3.2. Payment of Project Costs: Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development Supportive Housing Project, Permanent Housing for the Handicapped Homeless (Public Law 102-550) in an amount not to exceed as specified above. Reimbursement requests



Exhibit B

- for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Quarterly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture pursuant to 24 CFR Subsection 576.55. The funds authorized to be expended under this Agreement shall be used only for operations, supportive services, leasing and administration or reimbursement for expenditures for operations, supportive services, leasing and administration, provided by the Contractor for the project period and operating years of the Supportive Housing Program as approved by HUD and in accordance with the Supportive Housing Program Regulations, published at 24 CFR Part 583.
4. USE OF GRANT FUNDS.
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the Supportive Housing Program as specified in this Exhibit, as defined by HUD under the provisions of P.L. 102-550 and applicable regulations.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.
- 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.



Exhibit C

Special Provisions

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Add the following to Paragraph 5:
  - 5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.
  - 5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).
3. Add the following to Paragraph 6.1:
  - 6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, country, or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.
4. Add the following to Paragraph 6.:
  - 6.4. The Contractor certifies as follows:
    - 6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;
    - 6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;
    - 6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;
    - 6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:
      - 6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;



Exhibit C

- immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
  - 6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;
  - 6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such a species; and
  - 6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;
  - 6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
  - 6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;
  - 6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
  - 6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
  - 6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).
5. Add the following to Paragraph 7.:
- 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
  - 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
6. Add the following to Paragraph 8.:
- 8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.
  - 8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.



Exhibit C

- 8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.
  - 8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.
  - 8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.
  - 8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.
  - 8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.
7. Add the following to Paragraph 9.:
- 9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.
  - 9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:
    - 9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.
    - 9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing and permitting a determination to be made by the State of all Project Costs and other expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State.
    - 9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
  - 9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The



Exhibit C

Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.

8. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2. In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3. The Contractor shall fully cooperate with State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
9. Add the following to Paragraph 14:
  - 14.4. The Contractor shall obtain property, casualty or hazard insurance in an amount at least equal to the amount of any acquisition/rehabilitation advance or the moderate rehabilitation grant provided to the Contractor. The Contractor shall assure that such insurance remains in full force during the term of the commitment to provide supportive housing for the homeless.
10. Add the following to Paragraph 20:
  - 20.1. DEVELOPMENT
    - 20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.
    - 20.1.2. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
  - 20.2. OPERATION
    - 20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.
    - 20.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.
    - 20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.
    - 20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.



Exhibit C

- 20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.
- 20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.
- 20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.
- 20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.
- 20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS
- 20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.
- 20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.
- 20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or, for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.
- 20.4. OTHER PROGRAM REQUIREMENTS
- If a structure rehabilitated with grant funds is leased from a religious organization, the Contractor shall ensure that the lease contains the following provisions:
- 20.4.1. the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion; and
- 20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation; and
- 20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and
- 20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and
- 20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and
- 20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and



Exhibit C

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20.4.7. the Contractor shall keep any records and make any reports that the State may require. Estimates for the cost of acquisition and/or rehabilitation or moderate rehabilitation of the Project shall be supported by documentation on file and maintained for at least three years of operation with funding under this program.

*MB*



Exhibit C-1

**ADDITIONAL SPECIAL PROVISIONS**

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

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

4. Credits

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

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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

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

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

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

Families in Transition      From: \_\_\_\_\_ To: \_\_\_\_\_  
 (Contractor Name)                      (Period Covered by this Certification)

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

                      August 29, 2013  
 (Contractor Representative Signature)                      (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: \_\_\_\_\_ through \_\_\_\_\_

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

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

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

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

Families in Transition (Contractor Name)      August 29, 2013 (Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT F**

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

**PRIMARY COVERED TRANSACTIONS**

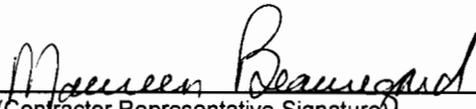
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

**LOWER TIER COVERED TRANSACTIONS**

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

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

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

  
 (Contractor Representative Signature)

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

Families in Transition  
 (Contractor Name)

August 29, 2013  
 (Date)

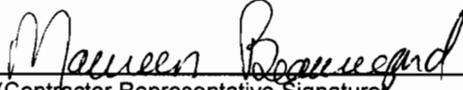
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

  
(Contractor Representative Signature)

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

Families in Transition  
(Contractor Name)

August 29, 2013  
(Date)

**NH Department of Health and Human Services**

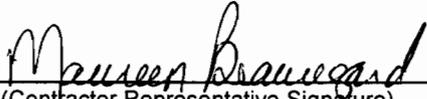
**STANDARD EXHIBIT H**

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

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

Families in Transition August 29, 2013  
(Contractor Name) (Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

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

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

**(2) Use and Disclosure of Protected Health Information.**

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

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

(3) **Obligations and Activities of Business Associate.**

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

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

**(4) Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

NH DHHS Families in Transition  
The State Agency Name Name of the Contractor

[Signature] [Signature]  
Signature of Authorized Representative Signature of Authorized Representative

MARY ANN COONEY Maureen Beauregard  
Name of Authorized Representative Name of Authorized Representative

Associate Commissioner President  
Title of Authorized Representative Title of Authorized Representative

9/19/13 August 29, 2013  
Date Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

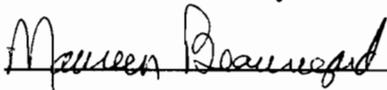
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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



Maureen Beauregard, President

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Families in Transition

August 29, 2013

(Contractor Name)

(Date)

Contractor initials: 

Date: 8/29/13

Page # \_\_\_\_\_ of Page # \_\_\_\_\_

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 825360399

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

NO

YES

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

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

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

NO

YES

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

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

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

Name: \_\_\_\_\_

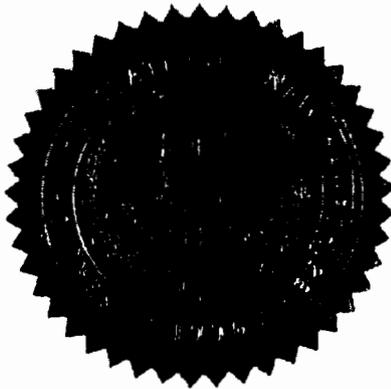
Amount: \_\_\_\_\_

Contractor initials: MB  
Date: 8/29/13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

State of New Hampshire  
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5<sup>th</sup> day of June A.D. 2013

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

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

I, Karyn O'Neil, do hereby certify that:

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

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation held on August 29, 2013.

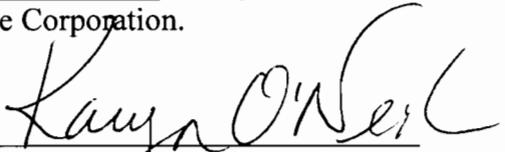
RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services, concerning the following matter: *US Department of Housing and Urban Development Supportive Housing Program Funds*

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of August 29, 2013

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

(Seal)  
(Corporation)

  
\_\_\_\_\_  
Signature of Board Chair

State of New Hampshire

County of Hillsborough

The foregoing instrument was acknowledged before me this 29 day of August, 2013

by Karyn O'Neil  
Name of Board Chair

(Seal)  
(Notary Public)

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

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



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



***Mission***

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

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**MANCHESTER, NEW HAMPSHIRE**

**CONSOLIDATED FINANCIAL STATEMENTS  
AND  
INDEPENDENT AUDITORS' REPORT**

**DECEMBER 31, 2012**

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**MANCHESTER, NEW HAMPSHIRE**

**CONSOLIDATED FINANCIAL STATEMENTS  
AND  
INDEPENDENT AUDITORS' REPORT**

**DECEMBER 31, 2012**

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## **INDEPENDENT AUDITOR'S REPORT**

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

### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and its subsidiaries, which comprise the consolidated statement of financial position as of December 31, 2012 and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We did not audit the financial statements of the individual subsidiaries (Millyard Families II Limited Partnership, Bicentennial Families Concord Limited Partnership, Family Bridge Limited Partnership, Family Willows Limited Partnership, Belmont Street Family Housing, School/Third Street, and Lowell Street) which statements reflect total assets constituting 81.7 percent of consolidated total assets at December 31, 2012, and total revenues constituting 42.2 percent of consolidated total revenues for the year then ended. Those statements were audited by other auditors, whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for these subsidiaries, is based solely on the reports of the other auditors. 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 consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no

such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our modified audit opinion.

#### ***Basis for Qualified Opinion***

We were not engaged to audit the financial statements of Family OutFITters, LLC, a subsidiary of Families in Transition, Inc. Management has decided to omit the financial position of Family OutFITters, LLC as of December 31, 2012 and its statements of activities, functional expenses, and cash flows for the year then ended. Total assets, liabilities, revenues and expenses of this subsidiary as of December 31, 2012 and for the year then ended are \$195,799, \$124,659, \$665,829 and \$722,119, respectively. In our opinion, the inclusion of this subsidiary in the consolidated financial statements is required by accounting principles generally accepted in the United States of America.

#### ***Qualified Opinion***

In our opinion, except for the effects of the matter described in the Basis for Qualified Opinion paragraph, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Families in Transition, Inc. and its subsidiaries as of December 31, 2012, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Other Matters***

##### ***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating financial statements and the financial statements of Families in Transition, Inc. (not including subsidiaries) are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in related to the consolidated financial statements as a whole.

##### ***Summarized Comparative Information***

The summarized financial information for 2011 has been derived from the Families in Transition, Inc.'s 2011 financial statements, which were audited by a predecessor auditor. An unqualified audit opinion was issued on those financial statements dated March 20, 2012. As part of our audit of the 2012 financial statements, we also audited the adjustments described in Note S that were applied to restate the 2011 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2011 financial statements

of the Entity other than with respect to the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2011 financial statements as a whole.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated April 5, 2013, on our consideration of Families in Transition, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Families in Transition, Inc.'s internal control over financial reporting and compliance.

*Wachon Clukay & Company PC*

Manchester, New Hampshire  
April 5, 2013

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
DECEMBER 31, 2012 AND 2011

ASSETS

	2012	2011
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 620,278	\$ 1,228,115
Accounts receivable	43,692	205,427
Grants receivable	108,980	124,213
Prepaid expenses	65,586	56,455
Reserve cash designated for properties	940,581	966,212
Other assets	44,277	22,493
<b>TOTAL CURRENT ASSETS</b>	1,823,394	2,602,915
<b>NON CURRENT ASSETS</b>		
Investments	29,707	28,629
Land, buildings and equipment - net	24,756,211	24,509,767
Other assets - financing fees	172,393	186,159
<b>TOTAL NON CURRENT ASSETS</b>	24,958,311	24,724,555
<b>TOTAL ASSETS</b>	\$ 26,781,705	\$ 27,327,470

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>		
Current portion of long-term debt	\$ 121,296	\$ 100,872
Accounts payable	92,898	144,385
Accrued expenses	84,815	160,909
Funds held as fiscal agent	66,506	74,626
Deferred revenue	3,668	5,876
Due to related entity	1,976	3,246
Security deposits	28,252	26,344
<b>TOTAL CURRENT LIABILITIES</b>	399,411	516,258
<b>NONCURRENT LIABILITIES</b>		
Minority interest	6,652,776	7,311,817
Long-term debt, less current portion	10,067,905	9,899,481
<b>TOTAL LIABILITIES</b>	17,120,092	17,727,556
<b>NET ASSETS</b>		
Unrestricted	9,443,806	9,072,326
Temporarily restricted	217,807	527,588
<b>TOTAL NET ASSETS</b>	9,661,613	9,599,914
<b>TOTAL LIABILITIES AND NET ASSETS</b>	\$ 26,781,705	\$ 27,327,470

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2012

(With summarized financial information for the year ended December 31, 2011)

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>2012 TOTAL</u>	<u>2011 TOTAL</u>
<b>REVENUE AND SUPPORT</b>				
Federal, state and other grant support	\$ 1,683,498	\$ 280,318	\$ 1,963,816	\$ 3,601,616
Rental income	1,590,097		1,590,097	1,634,635
Public support	114,182		114,182	157,774
Tax credit contributions	33,600		33,600	188,100
Special events	158,436		158,436	119,821
Property management fees	-		-	424,756
Developer fees	-		-	443,700
VISTA program revenue	94,931		94,931	70,503
Unrealized (loss) gain on investments	1,078		1,078	(342)
Realized (loss) on disposal of assets	(5,998)		(5,998)	(2,912)
Interest income	29,946		29,946	1,993
In kind donations	25,585		25,585	29,693
Other income	342,318		342,318	104,756
Net assets released from restrictions	590,099	(590,099)		
<b>TOTAL REVENUE AND SUPPORT</b>	<u>4,657,772</u>	<u>(309,781)</u>	<u>4,347,991</u>	<u>6,774,093</u>
<b>EXPENSES</b>				
Program expenses	4,221,855		4,221,855	4,118,752
Fund-raising	426,802		426,802	272,390
Management and General	296,676		296,676	669,442
<b>TOTAL EXPENSES</b>	<u>4,945,333</u>		<u>4,945,333</u>	<u>5,060,584</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>				
<b>BEFORE MINORITY INTERESTS</b>	(287,561)	(309,781)	(597,342)	1,713,509
Add back losses attributed to				
Minority Interests	659,041		659,041	343,550
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<u>371,480</u>	<u>(309,781)</u>	<u>61,699</u>	<u>2,057,059</u>
<b>NET ASSETS - BEGINNING OF YEAR, as restated</b>	<u>9,072,326</u>	<u>527,588</u>	<u>9,599,914</u>	<u>7,542,855</u>
<b>NET ASSETS - END OF YEAR</b>	<u>\$ 9,443,806</u>	<u>\$ 217,807</u>	<u>\$ 9,661,613</u>	<u>\$ 9,599,914</u>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES  
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED DECEMBER 31, 2012

(With summarized financial information for the year ended December 31, 2011)

	<u>PROGRAM ACTIVITIES</u>	<u>FUND- RAISING</u>	<u>MANAGEMENT AND GENERAL</u>	<u>2012 TOTAL</u>	<u>2011 TOTAL</u>
<b>EMPLOYEE COMPENSATION</b>					
Wages	\$ 1,266,830	\$ 256,790	\$ 188,313	\$ 1,711,933	\$ 1,689,901
Temporary labor	-			-	-
Employee benefits	138,760	28,127	20,626	187,513	189,278
Payroll taxes	107,470	21,785	15,975	145,230	140,681
<b>TOTAL WAGES AND RELATED</b>	<u>1,513,060</u>	<u>306,702</u>	<u>224,914</u>	<u>2,044,676</u>	<u>2,019,860</u>
<b>EXPENSES</b>					
Administrative housing expenses	45,485			45,485	201,589
Advertising	3,451	486	357	4,294	5,761
Amortization	13,766			13,766	
Bank charges			3,072	3,072	2,929
Consultants	8,877	1,799	1,320	11,996	101,940
Daycare and rental subsidies	142,643			142,643	183,958
Depreciation	768,728	21,986	16,123	806,837	714,521
Development expenses				-	8,846
Events		26,431		26,431	32,085
General housing expenses	166,343			166,343	221,445
General insurance	62,759	6,733	4,937	74,429	44,344
Interest expense	102,197			102,197	46,633
Interest-Mortgage	105,738			105,738	101,012
Management fees	35,049			35,049	119,119
Meals and entertainment	5,187	1,052	771	7,010	5,228
Membership dues and subscriptions	5,908	1,198	878	7,984	6,469
Office supplies	40,786	8,268	6,063	55,117	54,349
Participant clothing and expenses	56,337			56,337	49,076
Postage	4,762	965	708	6,435	4,136
Printing	13,728	2,783	2,041	18,552	4,606
Professional fees	53,833	5,460	4,004	63,297	41,786
Repairs and maintenance	300,020	12,906	9,464	322,390	405,894
Staff development and supervision	12,837	2,602	1,908	17,347	44,046
Subrecipient grants	648			648	23,274
Taxes - property and BET	119,967			119,967	31,943
Technology support	45,170	9,156	6,714	61,040	72,031
Telephone	37,185	7,184	5,268	49,637	48,198
Travel	24,644	4,995	3,663	33,302	36,652
Utilities	338,350			338,350	327,769
VISTA program	164,322			164,322	70,848
Workers' compensation insurance	30,075	6,096	4,471	40,642	27,979
In kind expense - services	-			-	2,258
<b>TOTAL EXPENSES 2012</b>	<u>\$ 4,221,855</u>	<u>\$ 426,802</u>	<u>\$ 296,676</u>	<u>\$ 4,945,333</u>	
<b>TOTAL EXPENSES 2011</b>	<u>\$ 4,118,752</u>	<u>\$ 272,390</u>	<u>\$ 669,442</u>		<u>\$ 5,060,584</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (597,342)	\$ 1,713,509
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	806,837	714,521
Amortization	13,766	
Forgiveness of debt	(131,267)	(65,634)
Unrealized loss (gain) on investments	(1,078)	342
Loss on asset disposal	5,998	2,912
(Increase) decrease in accounts receivable	161,735	(175,210)
Decrease in grants receivable	15,233	15,334
(Increase) in prepaid expenses	(9,131)	(4,831)
(Increase) decrease in other assets	(21,784)	3,460
Neighborhood Stabilization Grant-Belmont		(1,408,320)
Increase (decrease) in accounts payable	(51,487)	48,751
Increase (decrease) in accrued expenses	(76,094)	53,866
(Decrease) in funds held as fiscal agent	(8,120)	
Increase (decrease) in deferred revenue	(2,208)	298
(Decrease) in due to related party	(1,270)	
Increase in security deposits	1,908	6,692
	<u>105,696</u>	<u>905,690</u>
<b>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>		
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Cash purchases of property and equipment	(1,059,279)	(2,718,201)
<b>NET CASH (USED) BY INVESTING ACTIVITIES</b>	<u>(1,059,279)</u>	<u>(2,718,201)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from borrowing	490,223	2,685,049
Payments on debt	(170,108)	(379,134)
<b>NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES</b>	<u>320,115</u>	<u>2,305,915</u>
<b>INCREASE (DECREASE) IN CASH</b>	(633,468)	493,404
<b>CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR</b>	<u>2,194,327</u>	<u>1,700,923</u>
<b>CASH AND CASH EQUIVALENTS AT END OF YEAR</b>	<u>\$ 1,560,859</u>	<u>\$ 2,194,327</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash payments for interest	<u>\$ 207,935</u>	<u>\$ 130,441</u>

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

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS**

**DECEMBER 31, 2012**

**NOTE A - ORGANIZATION**

Families in Transition, Inc. (the Entity) was incorporated as a non-stock, non-profit corporation under New Hampshire law on May 13, 1994. The Entity, which began independent operations effective January 1, 1995, provides housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in the Concord and Manchester, New Hampshire area. The Entity receives funding from federal, state and private grants as well as cash and non-cash contributions from the public and from private operations.

The Entity operates housing programs in facilities located on Spruce and Amherst Streets in Manchester, New Hampshire. These programs were formerly run by the New Hampshire Community Loan Fund (NHCLF). Effective January 1, 1995, all leases and contracts related to the programs were assigned to the Entity. Additional housing facilities were opened at 106 and 122 Market Street, Manchester as well as in Bicentennial Square in Concord in 2004, on Second Street in Manchester in 2005, on Douglas Street in 2007 and on South Beech Street in 2008.

In 2008, Families in Transition created a Community Development Housing Organization (CHDO), Housing Benefits, Inc. Housing Benefits, Inc. identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness. The Entity owns six properties. Two of the buildings, located at School and Third Streets, were acquired in 2009. Two of the locations became operational in 2011 and are located at Lowell Street and Belmont Street. In 2012, the CHDO purchased two additional properties - one at 106 Market St, Manchester, NH, which was already operational and one at 576 Central Ave. in Dover, NH which will become operational in 2013.

In 2012, Families in Transition acquired Manchester Emergency Housing, Inc., a Manchester, NH-based entity that provides emergency shelter for families. The Entity also acquired the New Hampshire Coalition to End Homelessness, a statewide entity, whose mission is to "eliminate the causes of homelessness through research, education and advocacy." As both entities are separate 501(c)3's with fiscal year-ends of June 30, the entities financials are summarized in Note R of the Notes section of the audit.

**NOTE B – SIGNIFICANT ACCOUNTING POLICIES**

Basis of Accounting

The financial statements of Families in Transition, Inc. are prepared using the accrual basis of accounting.

Basis of Presentation

Unrestricted net assets – Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed restrictions that may or will be met either by actions of the Entity and/or the passage of time. When a restriction expires, net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets are released.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE B – SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Basis of Presentation (continued)

Permanently restricted net assets – Net assets subject to donor-imposed stipulations that they be maintained in perpetuity and only the income from the funds may be expended. As of December 31, 2012, the Entity had no permanently restricted net assets.

Use of Estimates

The financial statements include estimates and assumptions made by management that affect the carrying amounts of assets and liabilities and the reported amounts of revenues and expenses. Actual results may differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Entity considers all unrestricted, highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Contributions

The Entity reports gifts of cash or other assets as restricted contributions when they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (such as when a stipulated time restriction ends), temporarily restricted net assets are released to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Net assets are released from donor restrictions when time restrictions are realized or the intended purposes of the fund are satisfied. Temporarily restricted net assets of \$217,807 at December 31, 2012, represent amounts designated for program services, not yet expended. (See also Note K.)

Donated Property, Equipment and Services

Donations of property and equipment are recorded at fair market value on the date of receipt. Such donations are reported as unrestricted support unless the donor has restricted their use.

Contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Entity reports expiration of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Entity reclassifies restricted net assets as unrestricted net assets at that time.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE B – SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Donated Property, Equipment and Services (continued)

A number of volunteers have donated their time to the Entity's program and administrative services. The value of these services is not reflected in the accompanying financial statements since the volunteers' time does not meet criteria for the recognition. An estimate of the value of this donated time is \$627,013.

Property, Plant, Equipment and Depreciation

Property, plant and equipment are recorded at cost or, in the case of donated assets, at fair market value. The Entity's capitalization policy includes recording assets greater than \$1,000. Repairs and maintenance are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the fixed assets. (See also Note D.)

Functional Expenses

Functional expenses have been allocated between program services and supporting services based on estimated personnel time and space utilized for the related activity.

Income Taxes

The Entity has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for its exempt function income. In addition, the Entity is not subject to state income taxes.

On July 13, 2006, the FASB issued an income tax pronouncement, which fundamentally changes the way that the Entity will be required to treat its uncertain tax positions for financial accounting purposes. It prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements tax positions that were taken or will be taken on the Entity's tax return that are reflected in measuring current or deferred income tax assets and liabilities for interim or annual periods. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income taxes payable, or a reduction in a deferred tax asset or an increase in a deferred tax liability. On January 1, 2009, the Entity adopted this pronouncement. At the adoption date, the Entity did not have any unrecognized tax benefits and determined the impact of this interpretation was not material to the Entity's financial statements. During the year ending December 31, 2012, no new additional unrecognized tax benefits were identified. As of December 31, 2012, the tax years ending December 31, 2011, 2010, and 2009 are open for possible tax examination.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE B – SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Income Taxes (continued)

The Entity does not expect that the amounts of unrecognized tax transactions will change significantly within the next twelve months.

Principles of Consolidation

At December 31, 2012, the Entity owned 79% of Brick Mill House Families, Inc. ("Brick Mill"), 100% of Brick Mill House Families II, Inc. ("Brick Mill II), 21% of Tricorner Corporation ("Tricorner"), 100% of Bicentennial Family Concord, 100% of Family Mill, Inc., and 100% of Big Shady Tree, Inc., all of which are New Hampshire corporations. The Entity also owns 100% of Family OutFITters, LLC, a limited liability corporation. Through complete management control, Families in Transition, Inc. also has indirect ownership in Millyard Families II Limited Partnership ("Millyard II"), Bicentennial Families Concord Limited Partnership, Family Bridge Limited (Family Mill), and Family Willows Limited Partnership, all of which are New Hampshire Limited Partnerships, whereby Brick Mill II is a sole .01% general partner, Bicentennial Family Concord is a sole .01% general partner, Family Mill is a .01% general partner and Family Willows is a .01% general partner. The financial statements include the accounts of Families in Transition, Inc. and the investments in Brick Mill and Brick Mill II, Tricorner, Bicentennial Family Concord, Family Mill, Family Willows and Family OutFITters on the cost basis of accounting.

The Partnerships are considered variable interest entities and are consolidated in the financial statements of Families in Transition, Inc. as required by (EITF) 04-5.

In October, 2002, the subsidiary entity, Family OutFITters, LLC was created with Families in Transition as its sole member. Family OutFITters, LLC operates as an independent thrift store with the sole purpose of being an alternate funding stream for Families in Transition. In 2012, Family OutFITters operated a thrift store in Manchester, NH and a boutique in Concord, NH. As the financial statements of Family OutFITters, LLC, were not audited for fiscal year ending December 31, 2012 and December 31, 2011, management has decided to omit the financial position of Family OutFITters, LLC as of December 31, 2012 and December 31, 2011 and its statements of activities, functional expenses, and cash flows from these consolidated financial statements.

In 2011, Families in Transition purchased a property at 20 South Main Street, Concord, NH. This property serves as the new location for the Family Outfitters Concord boutique and also includes tenant-leased office space and two apartments.

Housing Benefits, Inc., incorporated in 2008 as a non-stock, non-profit corporation under New Hampshire law, currently serves as the property acquisition and renovation arm of Families in Transition. The corporation identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness.

The partnership of Millyard Families Limited Partnership (Millyard I LP) dissolved on August 15, 2012. For this reason, activity shown is partial year. This dissolution was granted at the request of the limited partner to exit the partnership and to dispose of the property. The newly formed entity, Millyard I, was then acquired by Housing Benefits, Inc.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE C – INVESTMENT IN RELATED ENTITIES**

Investment in related entities is comprised of the following:

Brick Mill House Families, Inc.	79%	\$ 65,275
Brick Mill House Families II, Inc.	100%	0
Tricorner	21%	1,000
Family OutFITters, LLC	100%	1,000
Bicentennial Family Concord, Inc.	100%	340,000
Second Street Family Mill, Inc.	100%	788,972
Big Shady Tree, Inc.	100%	<u>100</u>
		<u>\$ 1,196,347</u>

The Entity's 100% interest in Brick Mill House Families II, Inc. is carried at no value in the financial statements because management does not believe that future benefits will exceed future expenditures relating to the entity. (See Note B regarding principles of consolidation). Investments in related entities are eliminated in the consolidated financial statements.

**NOTE D – PROPERTY, PLANT, EQUIPMENT AND DEPRECIATION**

	<u>Useful Lives</u>	<u>Families</u>	<u>Properties</u>	<u>2012 Total</u>	<u>2011 Total</u>
Furniture and fixtures	5 years	\$203,072	\$184,189	\$ 387,261	\$ 379,121
Equipment	5 years	277,665	131,917	409,582	363,128
Vehicles	5 years	178,444	-0-	178,444	128,559
Land			2,707,082	2,707,082	2,705,697
Buildings and improvements	30 years	<u>2,502,470</u>	<u>23,218,124</u>	<u>25,720,594</u>	<u>25,323,620</u>
Total		3,161,651	26,241,312	29,402,963	28,900,125
Less accumulated depreciation		<u>(796,933)</u>	<u>(3,849,819)</u>	<u>(4,646,752)</u>	<u>(4,390,358)</u>
Book value, net		<u>\$2,364,718</u>	<u>\$22,391,493</u>	<u>\$24,756,211</u>	<u>\$24,509,767</u>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE E- RELATED PARTY NOTES RECEIVABLE**

Long-term receivables consist of notes due from related parties; Millyard Families I, Bicentennial Families Concord Limited Partnership, Family Bridge Limited Partnership and Family Willows Limited Partnership. These notes are eliminated in consolidation:

<p>A mortgage receivable of \$400,000, secured by real property. The note bears simple interest at 7.03% per annum, maturing in May 2026. Interest only payments are to be paid monthly to the extent of fifty (50%) percent of net positive cash flow on Millyard I financials. Accrued interest receivable at December 31, 2012 was \$161,899.</p>	<b>\$ 400,000</b>
<p>An unsecured, promissory note of \$400,799, due from Family Bridge LP. The note bears simple interest at 5.21% per annum, maturing in August 2034. No interest was paid in 2012. Accrued interest receivable at December 31, 2012 was \$123,551.</p>	<b>400,799</b>
<p>A promissory note of \$400,000, secured by real estate, due from Family Willows Limited partnership. The note bears interest at 5.21%. Payment of principal and interest is deferred until June 29, 2036. Accrued interest at December 31, 2012, was \$139,869.</p>	<b>400,000</b>
<p>A mortgage receivable of \$275,000, secured by real property, due from Bicentennial Concord. The note bears simple interest at 4.79% per annum, maturing in May 2033. Payments are applied first to interest due and then to principal. The balance of principal due shall be paid in 2033. No interest payments were received in 2012. Accrued interest receivable at December 31, 2012, was \$110,073.</p>	<b>275,000</b>
<p>A promissory note of 250,000, secured by real estate, due from Family Willows Limited Partnership. The note bears interest at 5.15%. Payment of principal and interest is deferred until June 29, 2037. Accrued interest at December 31, 2012, was \$65,855.</p>	<b><u>250,000</u></b>
<p>Total long-term portion</p>	<b><u>\$ 1,725,799</u></b>

The following is a summary of maturities due on long term receivables as of December 31, 2012:

<u>Year Ended December 31</u>	<u>Amount</u>
2013	\$ 0
2014	0
2015	0
2016	0
2017	0
Thereafter	<u>1,725,799</u>
<b>Total</b>	<b><u><u>\$1,725,799</u></u></b>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE F- LONG TERM DEBT**

Long term debt consists of the following:

<p>A mortgage loan payable to New Hampshire Housing Finance Authority in monthly payments of \$680, including interest at 1% and an escrow of \$289. The note is secured by real estate located on Amherst Street, Manchester, NH. The loan is due and payable in full in January, 2033.</p>	<p><b>\$ 74,376</b></p>
<p>A note payable to New Hampshire Housing Finance Authority. The note is non-interest bearing and is secured by real estate located on Amherst St. The loan is due and payable upon sale or refinancing of the property or in June 2042.</p>	<p><b>123,249</b></p>
<p>A mortgage loan payable to St. Mary's Bank in monthly payments of \$989.50, including interest at 6.25%. The note is secured by real estate on Spruce Street, Manchester, NH and is due and payable in full in February, 2019.</p>	<p><b>139,741</b></p>
<p>3 vehicle loans payable to a dealership in monthly payments of \$206 per loan at 6.99% annual interest rate. The loans are due and payable in July, 2013.</p>	<p><b>4,280</b></p>
<p>A vehicle loan on an activity bus payable to New Hampshire Health and Education Facilities Authority in monthly payments of \$524.78 at 1% annual interest rate. The loan is due and payable in February, 2017.</p>	<p><b>25,689</b></p>
<p>A mortgage note, secured by real estate at Beech Street payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 7.1% and principal. The loan is due and payable in full in November, 2023.</p>	<p><b>117,608</b></p>
<p>A mortgage note, secured by real estate on Douglas St., payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 4.93% and principal. The loan is due and payable in full in April, 2024.</p>	<p><b>264,855</b></p>
<p>Note payable to the City of Manchester, NH, payable in annual installments of \$1,977 at 0% interest. The loan is due and payable in full in October, 2014.</p>	<p><b>3,955</b></p>
<p>A mortgage note payable from Bicentennial Families Concord Limited Partnership, to the New Hampshire Housing Finance Authority, secured by real estate and personal property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.</p>	<p><b>175,021</b></p>
<p>A promissory note payable from Bicentennial Families Concord Limited Partnership to the New Hampshire Housing Finance Authority. The note is non-interest bearing and is secured by real estate and various financing instruments. The loan is due and payable in May 2034.</p>	<p><b>102,325</b></p>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2012

NOTE F- LONG TERM DEBT (CONTINUED)

A promissory note from Bicentennial Families Concord Limited Partnership to the New Hampshire Housing Finance Authority. The note is non-interest bearing and is secured by real estate and various financing instruments. The loan is due and payable in May 2033.	337,720
A promissory note payable from Bicentennial Families Concord Limited Partnership to Merrimack County. The note is non-interest bearing and is secured by real estate and various financing instruments. All unpaid amounts are due and payable in full May 27, 2033.	260,000
A mortgage note payable from Millyard Families II Limited Partnership to the New Hampshire Housing Finance Authority. The note is secured by real estate and various financing instruments. The loan is due and payable upon sale or refinancing of the property or in May 2031. This loan is non-recourse.	462,309
A mortgage note payable from Millyard Families II Limited Partnership to the New Hampshire Housing Finance Authority. The note is secured by real estate and personal property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	290,630
A mortgage note payable from Millyard Families II Limited Partnership to the City of Manchester, secured by the real estate and various financing instruments. All unpaid amounts are due and payable in full on August 1, 2031. This note is non-recourse.	227,521
A mortgage note payable from Millyard Families II Limited Partnership to the New Hampshire Community Loan Fund, Inc., secured by real estate. All unpaid amounts are due and payable in full on December 31, 2031. This note is non-recourse.	250,000
A mortgage note payable from Millyard Families I to the City of Manchester Community Improvement Program. The note is non-interest bearing and is due and payable in January 2027.	230,000
A note payable from Millyard Families I to the New Hampshire Community Loan Fund secured by real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	116,285
A mortgage note payable from Family Bridge Limited Partnership to New Hampshire Housing Finance Authority secured by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	850,000
A promissory note from Family Bridge Limited Partnership payable to TD Bank, N.A. Monthly payments of \$3,953 include principal and interest at 7.71%. The loan is payable in full in October 27, 2023.	501,084

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2012

**NOTE F- LONG TERM DEBT (CONTINUED)**

A promissory note payable from Family Bridge Limited Partnership to the City of Manchester. The note is non-interest bearing and all outstanding principal is due by October 1, 2034. The note is secured by real estate and is non-recourse.	<b>600,000</b>
A mortgage note payable from Family Willows Limited Partnership to the New Hampshire Housing Finance Authority, secured by real estate and personal property. The note is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	<b>598,957</b>
A promissory note payable from Family Willows Limited Partnership to the City of Manchester. The note is non-interest bearing and has an annual payment of \$9,091 payable on October 1 each year. All outstanding principal is due by October 2029. The note is secured by real estate and is non-recourse.	<b>154,545</b>
A promissory note payable from Family Willows Limited Partnership to RBS Citizens Bank. Monthly payments of principal and interest (currently at 3.25%) of \$2,207 are due until October 14, 2033 when all outstanding principal and interest must be paid. The note is secured by real estate and is guaranteed by Families in Transition.	<b>336,191</b>
A mortgage note payable from School/Third Street to the New Hampshire Housing Finance Authority, secured by real estate and personal property. Monthly payments of \$2,774, include principal and interest at 8% per annum. The note is due April 1, 2021.	<b>200,540</b>
A mortgage note payable from School/Third Street to New Hampshire Community Loan Fund. The note is non-interest bearing. Monthly payments of \$2,774 will commence in April 2021 and continue until maturity in September, 2039.	<b>617,613</b>
A non-interest bearing mortgage note payable from Belmont Street Family Housing to the New Hampshire Housing Finance Authority, secured by real estate and personal property. The note will be paid annually in amounts equal to 50% of surplus cash and must be paid in full by December, 2040.	<b>433,000</b>
A privately-financed mortgage note secured by property located at South Main Street in Concord, NH. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The note will be paid in full in September 2031.	<b>417,878</b>
A non-interest bearing mortgage note payable from Lowell Street to the New Hampshire Housing Finance Authority, secured by real estate and personal property. The note will be paid annually in amounts equal to 50% of surplus cash. The loan is due and payable in August, 2040.	<b>78,681</b>
A non-interest bearing mortgage note payable from Lowell Street to the City of Manchester. Annual payments equal to the greater of 25% of new cash flow or \$4,000 commenced in October 2012 and will continue until the maturity date in June 2041.	<b>198,049</b>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE F- LONG TERM DEBT (CONTINUED)**

A non-interest promissory note payable from Lowell Street to the New Hampshire Housing Finance Authority secured by a mortgage and security agreement. The note will be forgiven 1/15th per year over the LIHTC compliance period. A total of \$131,267 in income was recognized during 2012. The loan is due and payable in August, 2040.

**1,772,099**

A promissory note payable from Dover Housing Project to New Hampshire Housing Finance Authority. The note bears no interest and is secured by a mortgage and security agreement. The note will be paid annually from surplus cash and must be paid in full by June 2028.

225,000

Total long-term debt

**\$10,189,201**

Less current maturities

121,296

Total long-term debt per Consolidated Statement of Financial Statements

**\$10,067,905**

Total long-term debt

**\$10,189,201**

Total related party long-term debt (see Note E)

**\$ 1,725,799**

Total interorganization long-term debt

**\$11,915,000**

**The aggregate maturities of long term debt are as follows:**

<u>Year Ending December 31</u>	<u>Amount</u>
2013	\$ 121,296
2014	122,678
2015	126,734
2016	131,988
2017	134,169
Thereafter	<u>9,552,336</u>
<b>Total</b>	<u><u><b>\$10,189,201</b></u></u>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE G – OPERATING LEASES**

The Entity rents corporate office space located at 106 Market and 122 Market Streets in Manchester, New Hampshire under tenant-at-will arrangements. The rent payments to Millyard I for 106 Market Street were \$300 per month. The rent payments to Millyard II for 122 Market Street were \$500 per month. Office space is also maintained at the Concord Bicentennial location at a rate of \$527.50 per month. The Entity incurred a total of \$15,930 in rent expense of its office space in 2012.

**NOTE H – CONTINGENCIES**

The Entity participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

**NOTE I – GRANT REVENUE**

The Entity's primary sources of support are fees and grants received from the federal government, the State of New Hampshire, and local foundations. The recognized revenue from grants for the year ended December 31, 2012 was \$1,963,816 (or 45.5% of total revenue). The various grant agreements are awarded on an annual basis or bi-annual basis. Revenue is recognized as earned under the terms of the contract and is received on a cost reimbursement basis. Other support originates as rental income, property management fees, public support and miscellaneous sources.

**NOTE J – FAIR VALUE OF FINANCIAL INSTRUMENTS**

The Entity's financial instruments, none of which are held for trading purposes, include cash, investments, accounts payable, accounts receivable and notes receivable. The Entity estimates that the fair value of all financial instruments at December 31, 2012, does not materially differ from the aggregated carrying values of its financial instruments recorded in the accompanying statements of financial position.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE K – TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are available for the following specific services:

The Family Place	\$ 5,018
Research and training	40,000
Lowell Street	12,932
Manchester Emergency Housing	13,700
Scholarships and tutoring	12,595
VISTA program	71,992
Dover Housing Program	20,000
Direct care for clients	16,570
Grant receivable-time restricted	<u>25,000</u>
	<u>\$ 217,807</u>

**NOTE L – RETIREMENT PLAN**

The Entity has a tax deferred retirement plan which is available to all full-time employees. All employees are eligible to participate and are fully vested with the first contribution. The Entity matches contributions at 100% up to 3% of compensation. In calendar year 2012 the Entity contributed \$33,257 as its employer match expenses. At December 31, 2012, twenty-eight employees were participating in the plan.

**NOTE M – HOUSING ACTION NEW HAMPSHIRE**

In 2011, Families in Transition entered into a Fiscal Sponsorship Agreement with Housing Action New Hampshire (HANH), an unincorporated association. Authority to manage the programmatic activities of HANH is vested solely in HANH. Families in Transition maintains the books and financial records for HANH in accordance with generally accepted accounting principles. HANH is presented in the Families in Transition financial statements as a "funds held as fiscal agent" liability with the corresponding cash balance.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE N – MINORITY INTEREST**

Minority interest, as shown on the Statement of Financial Position, represents investments by Limited Partners in the properties according to the following schedule:

<u>Limited Partner</u>	<u>Property</u>	<u>Minority Interest</u>
Community Capital 2000	Millyard Families II	\$ 1,159,663
NH Housing Equity Fund	Bicentennial Families	440,412
JP Morgan Chase	Bicentennial Families	440,498
BCCC, Inc.	Family Bridge	10
Boston Capital Corporate	Family Bridge	2,056,161
BCCC, Inc	Family Willows	10
Boston Capital Midway	Family Willows	2,556,022
		<u>\$ 6,652,776</u>

**NOTE O – Line of Credit**

In 2005, the Entity obtained a line of credit of \$100,000 with a financial institution. This line of credit matured on May 31, 2006 has been renewed annually each year since. During the term of agreement, the interest rate on any outstanding principal balance shall be equal to the Base Rate, as defined by the financial institution, with a floor of 4.00%.

As of December 31, 2012, the outstanding balance of the line of credit was \$-0- and the interest rate was 4.00%.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2012

**NOTE P – Significant Concentrations of Credit Risk**

The Entity maintains its cash balances in two financial institutions. The balances are insured by the Federal Deposit Insurance Corporation up to a combined total of \$250,000 per financial institution as of December 31, 2012. The bank balances may, at times, materially exceed federally insured limits. The Entity has not experienced any losses on such accounts. The Entity's uninsured cash balance was \$149,351 as of December 31, 2012.

**NOTE Q – RELATED ENTITIES DISCLOSURE**

Manchester Emergency Housing, Inc., a FIT-owned 501(c)3, presented the following financials at fiscal year-end, 6/30/12:

**ASSETS:**

Cash, savings and investments	\$ 6,969
Land and Buildings	<u>\$ 56,836</u>
<b>Total Assets:</b>	<b><u>\$ 63,805</u></b>

**LIABILITIES:**

Current Liabilities	\$ 6,488
Total Equity	<u>\$ 57,317</u>
<b>Total Liabilities &amp; Equity</b>	<b><u>\$ 63,805</u></b>

**Total Revenues:** \$175,342

**Total Expenses:** \$186,486

**Net Loss at 6/30/12:** (\$11,144)

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE R – RELATED ENTITIES DISCLOSURE (continued)**

The New Hampshire Coalition to End Homelessness a FIT-owned 501(c)3, presented the following financials at fiscal year-end, 6/30/12:

**ASSETS:**

Cash, savings and investments	\$ 10,774
Other Assets	<u>\$ 2,143</u>
<b>Total Assets:</b>	<b><u>\$ 12,917</u></b>

**LIABILITIES:**

Current Liabilities	\$ 4,726
Total Equity	<u>\$ 8,191</u>
<b>Total Liabilities &amp; Equity</b>	<b><u>\$ 6,894</u></b>

**Total Revenues:**                   **\$ 6,323**

**Total Expenses:**                   **864**

**Net Income at 6/30/12:**           **7,187**

**NOTE S -- RESTATEMENT OF NET ASSETS**

Family OutFITters, LLC is a wholly owned subsidiary of Families in Transition, Inc. During the year ended December 31, 2012, management has decided to omit the unaudited financial information of Family OutFITters, LLC from these consolidated financial statements. As condensed comparative information is included in these consolidated financial statements, net assets have been restated as of January 1, 2011 and 2012 as follows:

	2012	2011
<b>Net assets - January 1 (as previously reported)</b>	<b>\$ 9,727,344</b>	<b>\$ 7,652,722</b>
<b>Amount of restatement due to removal of subsidiary from the consolidated financial statements</b>	<b>(127,430)</b>	<b>(109,867)</b>
<b>Net assets - January 1 as restated</b>	<b>\$ 9,599,914</b>	<b>\$ 7,542,855</b>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**DECEMBER 31, 2012**

**NOTE T – SUBSEQUENT EVENTS**

Management has evaluated subsequent events to April 5, 2013 the date that the financial statements are available to be issued and has determined that there are no transactions requiring disclosure.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**CONSOLIDATING STATEMENT OF FINANCIAL POSITION**  
**DECEMBER 31, 2012**

	ASSETS											
Families in Transition Unrestricted	Millyard Families II	Bicentennial Families Concord	Family Bridge	Family Willows	Housing Benefits	Temporarily Restricted	Eliminations	TOTAL				
\$	\$	\$	\$	\$	\$	\$	\$	\$				
<b>CURRENT ASSETS</b>												
Cash and cash equivalents	314,991	16,737	4,204	2,592	5,162	58,785	217,807	620,278				
Accounts receivable	110,349	2,957	124	2,977	1,714	2,415		43,692	(76,844)			
Grants receivable	108,980							108,980				
Prepaid expenses	16,409	6,458	10,613	10,874	1,095	20,137		65,586				
Accrued interest receivable on related party note	601,247							-	(601,247)			
Reserve cash designated for properties	34,407	164,310	93,806	235,899	124,378	287,781		940,581				
Due from related party	162,149	-			-	19,221		-	(181,370)			
Other assets	-	658	3,111	6,152	2,036	32,320		44,277				
<b>TOTAL CURRENT ASSETS</b>	<b>1,348,532</b>	<b>191,120</b>	<b>111,858</b>	<b>258,494</b>	<b>134,385</b>	<b>420,659</b>	<b>217,807</b>	<b>1,823,394</b>	<b>(859,461)</b>			
<b>NON CURRENT ASSETS</b>												
Related party notes receivable	1,725,799							-	(1,725,799)			
Investments	4,656					25,051		29,707				
Investment in related entities	1,196,347							-	(1,196,347)			
Land, buildings and equipment - net	2,364,718	2,944,909	2,369,291	5,153,746	4,329,820	7,593,727		24,756,211				
Other assets - financing fees - net	15,490	8,457	23,973	36,414	88,059	88,059		172,393				
<b>TOTAL NON CURRENT ASSETS</b>	<b>5,291,520</b>	<b>2,960,399</b>	<b>2,377,748</b>	<b>5,177,719</b>	<b>4,366,234</b>	<b>7,706,837</b>		<b>24,958,311</b>	<b>(2,922,146)</b>			
<b>TOTAL ASSETS</b>	<b>\$ 6,640,052</b>	<b>\$ 3,151,519</b>	<b>\$ 2,489,606</b>	<b>\$ 5,436,213</b>	<b>\$ 4,500,619</b>	<b>\$ 8,127,496</b>	<b>\$ 217,807</b>	<b>\$ 26,781,705</b>	<b>\$ (3,781,607)</b>			
<b>CURRENT LIABILITIES</b>												
Current portion of long-term debt	46,453	10,745	4,939	9,124	20,921	29,114		121,296				
Accounts payable	51,433	6,297	4,846	15,014	10,373	42,451		92,898	(37,516)			
Accrued expenses	83,937	878						84,815				
Funds held as fiscal agent	66,506							66,506				
Due to related entity	61,209	61,105	110,073	221,210	205,724	164,600		1,976	(821,945)			
Deferred revenue	293	194	684	892	747	858		3,668				
Security deposits	8,924	658	3,111	6,153	2,014	7,392		28,252				
<b>TOTAL CURRENT LIABILITIES</b>	<b>318,755</b>	<b>79,877</b>	<b>123,653</b>	<b>252,393</b>	<b>239,779</b>	<b>244,415</b>	<b>-</b>	<b>399,411</b>	<b>(859,461)</b>			
<b>NONCURRENT LIABILITIES</b>												
Minority interest		1,159,663	880,910	2,056,171	2,556,032			6,652,776				
Long-term debt, less current portion	1,125,178	1,219,715	1,145,127	2,342,759	1,718,772	4,242,153		10,067,905	(1,725,799)			
<b>TOTAL LIABILITIES</b>	<b>1,443,933</b>	<b>2,459,255</b>	<b>2,149,690</b>	<b>4,651,323</b>	<b>4,514,583</b>	<b>4,486,568</b>	<b>-</b>	<b>17,120,092</b>	<b>(2,585,260)</b>			
<b>NET ASSETS</b>												
Unrestricted	5,196,119	692,264	339,916	784,890	(13,964)	3,640,928	217,807	9,443,806	(1,196,347)			
Temporarily restricted								217,807				
<b>TOTAL NET ASSETS</b>	<b>5,196,119</b>	<b>692,264</b>	<b>339,916</b>	<b>784,890</b>	<b>(13,964)</b>	<b>3,640,928</b>	<b>217,807</b>	<b>9,661,613</b>	<b>(1,196,347)</b>			
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 6,640,052</b>	<b>\$ 3,151,519</b>	<b>\$ 2,489,606</b>	<b>\$ 5,436,213</b>	<b>\$ 4,500,619</b>	<b>\$ 8,127,496</b>	<b>\$ 217,807</b>	<b>\$ 26,781,705</b>	<b>\$ (3,781,607)</b>			

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**CONSOLIDATING STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED DECEMBER 31, 2012**  
(With summarized financial information for the year ended December 31, 2011)

	Families In Transition Operating	Milliyard Families	Milliyard Families II	Bicentennial Families	Family Bridge	Family Willows	Housing Benefits	Eliminations	Unrestricted Total	Temporarily Restricted	2012 Total	2011 Total
<b>REVENUE AND SUPPORT</b>												
Federal, state and other grant support	\$ 1,435,820	\$ 234,178	\$ 168,475	\$ 142,322	\$ 335,553	\$ 279,250	\$ 117,417	\$ (103,917)	\$ 1,683,498	\$ 280,318	\$ 1,963,816	\$ 3,601,616
Rental income	247,651	92,819					343,557	(19,530)	1,590,097		1,590,097	1,634,635
Thrift store sales												
Public support	114,182								114,182		114,182	157,774
Tax credit revenue	33,600								33,600		33,600	188,100
Special events	158,436								158,436		158,436	119,821
Property management fees	508,296							(508,296)				424,756
Developer fees												443,700
VISTA program revenue	94,931								94,931		94,931	70,503
Unrealized (loss) on investments	1,078								1,078		1,078	(342)
Realized loss on assets		(1,088)	(224)	(421)	(2,570)	(1,695)		(5,998)	(5,998)		(5,998)	(2,912)
Interest income	97,133	3			507	70	3	(67,770)	29,946		29,946	1,993
In kind donations	25,585								25,585		25,585	29,693
Other income	206,922	800	3,801	22,157	14,160	11,033	143,621	(60,176)	342,318		342,318	104,756
Contribution from Milliyard 1 LP							445,108	(445,108)				
Net assets released from restrictions	590,099								590,099	(590,099)		
<b>TOTAL REVENUE AND SUPPORT</b>	<b>3,513,733</b>	<b>326,712</b>	<b>172,052</b>	<b>164,058</b>	<b>347,650</b>	<b>288,658</b>	<b>1,049,706</b>	<b>(1,204,797)</b>	<b>4,657,772</b>	<b>(309,781)</b>	<b>4,347,991</b>	<b>6,774,093</b>
<b>EXPENSES</b>												
Program expenses	2,766,455	107,417	315,114	249,734	504,594	428,599	609,631	(759,689)	4,221,855		4,221,855	4,118,752
Distribution to Milliyard 1 LP		445,108						(445,108)				
Fund-raising	426,802								426,802		426,802	272,390
Management and General	296,676								296,676		296,676	669,442
<b>TOTAL EXPENSES</b>	<b>3,489,933</b>	<b>552,525</b>	<b>315,114</b>	<b>249,734</b>	<b>504,594</b>	<b>428,599</b>	<b>609,631</b>	<b>(1,204,797)</b>	<b>4,945,333</b>		<b>4,945,333</b>	<b>5,060,584</b>
<b>CHANGE IN NET ASSETS</b>												
<b>BEFORE MINORITY INTEREST</b>	<b>23,800</b>	<b>(225,813)</b>	<b>(143,062)</b>	<b>(85,676)</b>	<b>(156,944)</b>	<b>(139,941)</b>	<b>440,075</b>	<b>-</b>	<b>(287,561)</b>	<b>(309,781)</b>	<b>(597,342)</b>	<b>1,713,509</b>
Minority interest		(147,479)	(143,048)	(85,667)	(156,928)	(125,919)	440,075		(659,041)		(659,041)	(343,550)
<b>CHANGE IN NET ASSETS</b>	<b>23,800</b>	<b>(78,334)</b>	<b>(14)</b>	<b>(9)</b>	<b>(16)</b>	<b>(14,022)</b>	<b>440,075</b>	<b>-</b>	<b>371,480</b>	<b>(309,781)</b>	<b>61,699</b>	<b>2,057,059</b>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES  
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2012

(With summarized financial information for the year ended December 31, 2011)

	Families In Transition Operating	Millyard Families	Millyard Families II	Bicentennial Families	Family Bridge	Family Willows	Housing Benefits	Eliminations	Program Total	Fund- Raising	Management and General	2012 Total	2011 Total
<b>EMPLOYEE COMPENSATION</b>													
Wages	\$ 1,266,830								\$ 1,266,830	\$ 256,790	\$ 188,313	\$ 1,711,933	\$ 1,689,901
Temporary labor							1,053		3,451	486	357	4,294	5,761
Employee benefits	138,760	6,173	23,785	10,038	52,921	-	60,775	(108,207)	45,485	28,127	20,626	187,513	189,278
Payroll taxes	107,470		1,304	780	1,961	3,197	6,524		13,766	21,785	15,975	145,230	140,681
<b>TOTAL WAGES AND RELATED EXPENSES</b>	<b>1,513,060</b>								<b>1,513,060</b>	<b>306,702</b>	<b>224,914</b>	<b>2,044,676</b>	<b>2,019,860</b>
Advertising	2,398								3,451	486	357	4,294	5,761
Administrative									45,485			45,485	201,589
Amortization									13,766			13,766	
Bank charges									-		3,072	3,072	2,929
Clothing and participant expenses	56,337								56,337	1,799	1,320	56,337	49,076
Consultants	8,877								8,877			11,996	101,940
Daycare and rental subsidies	142,643								142,643			142,643	183,958
Depreciation	108,467	26,958	94,855	81,368	172,482	119,877	164,717		768,728	21,986	16,123	806,837	714,521
Development expenses									-			-	8,646
Events									-	26,431		26,431	32,085
General									166,343			166,343	221,445
General insurance	33,215	2,844	31,308	38,923	52,615	40,861	2,636		62,759	6,733	4,937	74,429	44,344
Interest expense	65,299		26,552	13,173	20,882	34,689	9,372	(67,770)	102,197			102,197	46,633
Interest mortgage		19,406	10,370	8,436	39,621	10,345	17,560		105,738			105,738	101,012
Management fees	100,320	20,184		17,016		70,533	36,648	(209,652)	35,049			35,049	119,119
Meals and entertainment	5,187								5,187	1,052	771	7,010	5,228
Membership dues and subscriptions	5,908								5,908	1,198	878	7,984	6,469
Office supplies and expense	40,786								40,786	8,268	6,063	55,117	54,349
Postage	4,762								4,762	965	708	6,435	4,136
Printing	13,728								13,728	2,783	2,041	18,552	4,606
Professional fees	26,938	496				7,634	18,765	(171,710)	53,833	5,460	4,004	63,297	41,786
Related entity expenditures	171,710							(171,710)	-			-	
Rent	15,930							(15,930)	-			-	
Repairs and maintenance	63,670	7,842	79,595	44,472	87,468	89,795	113,598	(186,420)	300,020	12,906	9,464	322,390	405,894
Staff development and supervision	12,837								12,837	2,602	1,908	17,347	44,046
Subrecipient grants	648								648			648	23,274
Taxes	31,667	8,302					79,998		119,967			119,967	31,943
Technology support	45,170								45,170	9,156	6,714	61,040	72,031
Telephone	35,440	225					1,520		37,185	7,184	5,268	49,637	48,198
Travel and vehicle	24,644								24,644	4,995	3,663	33,302	36,652
Utilities	42,417	14,987	47,341	35,528	76,644	51,668	69,765		338,350			338,350	327,769
VISTA program	164,322								164,322			164,322	70,848
Workers' compensation	30,075								30,075	6,096	4,471	40,642	27,979
In Kind									-			-	2,258
<b>TOTAL EXPENSES</b>	<b>\$ 2,766,455</b>	<b>\$ 107,417</b>	<b>\$ 315,114</b>	<b>\$ 249,734</b>	<b>\$ 504,594</b>	<b>\$ 428,599</b>	<b>\$ 609,631</b>	<b>\$ (759,689)</b>	<b>\$ 4,221,855</b>	<b>\$ 426,802</b>	<b>\$ 296,676</b>	<b>\$ 4,945,333</b>	<b>\$ 5,060,584</b>

FAMILIES IN TRANSITION, INC.

STATEMENT OF FINANCIAL POSITION  
(Not including subsidiaries)

DECEMBER 31, 2012

(With summarized financial information for the year ended December 31, 2011)

	<u>ASSETS</u>			
	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>2012 TOTAL</u>	<u>TOTAL</u>
<b>CURRENT ASSETS</b>				
Cash and cash equivalents	\$ 314,991	\$ 217,807	\$ 532,798	\$ 1,026,481
Accounts receivable	110,349		110,349	308,404
Grants receivable	108,980		108,980	124,213
Prepaid expenses	16,409		16,409	15,155
Accrued interest receivable on related party note	601,247		601,247	505,357
Reserve cash designated for properties	34,407		34,407	65,219
Due from related party	162,149		162,149	75,206
Other assets			-	1,000
<b>TOTAL CURRENT ASSETS</b>	<u>1,348,532</u>	<u>217,807</u>	<u>1,566,339</u>	<u>2,121,035</u>
<b>NON CURRENT ASSETS</b>				
Related party notes receivable	1,725,799		1,725,799	1,725,799
Investments	4,656		4,656	3,578
Investment in related entities	1,196,347		1,196,347	1,196,347
Land, buildings and equipment - net	2,364,718		2,364,718	2,101,755
<b>TOTAL NON CURRENT ASSETS</b>	<u>5,291,520</u>		<u>5,291,520</u>	<u>5,027,479</u>
<b>TOTAL ASSETS</b>	<u>\$ 6,640,052</u>	<u>\$ 217,807</u>	<u>\$ 6,857,859</u>	<u>\$ 7,148,514</u>
<u>LIABILITIES AND NET ASSETS</u>				
<b>CURRENT LIABILITIES</b>				
Current portion of long-term debt	\$ 46,453	\$	\$ 46,453	\$ 40,240
Accounts payable	51,433		51,433	78,173
Accrued expenses	83,937		83,937	149,313
Funds held as fiscal agent	66,506		66,506	74,626
Due to related party	61,209		61,209	78,840
Deferred revenue	293		293	719
Security deposits	8,924		8,924	4,281
<b>TOTAL CURRENT LIABILITIES</b>	<u>318,755</u>		<u>318,755</u>	<u>426,192</u>
<b>NONCURRENT LIABILITIES</b>				
Long-term debt, less current portion	1,125,178		1,125,178	1,022,415
<b>TOTAL LIABILITIES</b>	<u>1,443,933</u>		<u>1,443,933</u>	<u>1,448,607</u>
<b>NET ASSETS</b>				
Unrestricted	5,196,119		5,196,119	5,172,319
Temporarily restricted		217,807	217,807	527,588
<b>TOTAL NET ASSETS</b>	<u>5,196,119</u>	<u>217,807</u>	<u>5,413,926</u>	<u>5,699,907</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 6,640,052</u>	<u>\$ 217,807</u>	<u>\$ 6,857,859</u>	<u>\$ 7,148,514</u>

FAMILIES IN TRANSITION, INC.

STATEMENT OF ACTIVITIES  
(Not including subsidiaries)

For The Year Ended December 31, 2012

(With summarized financial information for the year ended December 31, 2011)

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>2012 TOTAL</u>	<u>2011 TOTAL</u>
<b>REVENUE AND SUPPORT</b>				
Federal, state and other grant support	\$ 1,435,820	\$280,318	\$ 1,716,138	\$ 2,039,900
Rental income	247,651		247,651	249,857
Public support	114,182		114,182	157,774
Tax credit revenue	33,600		33,600	188,100
Special events	158,436		158,436	119,821
Property management fees	508,296		508,296	463,528
Developer fees	-		-	443,700
Program service revenue	94,931		94,931	70,503
Unrealized (loss) gain on investments	1,078		1,078	(342)
(Loss) on asset disposal	-		-	(2,912)
Interest income	97,133		97,133	97,549
In kind donations	25,585		25,585	29,693
Other income	206,922		206,922	126,752
Net assets released from restriction	590,099	(590,099)		
	<u>3,513,733</u>	<u>(309,781)</u>	<u>3,203,952</u>	<u>3,983,923</u>
<b>EXPENSES</b>				
Program expenses	2,766,455		2,766,455	2,452,764
Fund-raising	426,802		426,802	272,390
Management and General	296,676		296,676	669,442
TOTAL EXPENSES	<u>3,489,933</u>		<u>3,489,933</u>	<u>3,394,596</u>
INCREASE (DECREASE) IN NET ASSETS	23,800	(309,781)	(285,981)	589,327
NET ASSETS - BEGINNING OF YEAR	<u>5,172,319</u>	<u>527,588</u>	<u>5,699,907</u>	<u>5,110,580</u>
NET ASSETS - END OF YEAR	<u>\$ 5,196,119</u>	<u>\$217,807</u>	<u>\$ 5,413,926</u>	<u>\$ 5,699,907</u>



## ***Board of Directors***

### **Karyn O'Neil, Chair**

Senior Vice President, Citizens Bank

[REDACTED] Manchester, NH 03104  
[Karyn.ONeil@rbscitizens.com](mailto:Karyn.ONeil@rbscitizens.com)

Board member since 2003

### **Deborah J. Brann, Treasurer**

Controller

St. Paul's School

[REDACTED]  
[dbrann@sps.edu](mailto:dbrann@sps.edu)

Board member since 2011

### **Sedra Michaelson,**

Strategic Account Manager, CCH, a Wolters  
Kluwer business

[REDACTED] 0  
[smichael@cch.com](mailto:smichael@cch.com)

Board member since 2003

### **Dick Anagnost**

President Anagnost Investments

[REDACTED]  
[dick@anagnost.com](mailto:dick@anagnost.com)

Board member since 2007

### **Rev. Gayle Murphy**

Northwood Congregational Church, UCC

[REDACTED]  
Board member since 2008

### **Graham Chynoweth**

Dynamic Network Services, Inc.,  
Chief Operating Officer

[REDACTED]  
[gchynoweth@dyn.com](mailto:gchynoweth@dyn.com)

Board member since 2009

### **Susan Grodman, Vice Chair**

The Derryfield School, Director of Service & Global  
Education

2108 River Road, Manchester, NH 03104

[sgrodman@derryfield.org](mailto:sgrodman@derryfield.org)

Phone: 603-540-0860

Board member since 2007

### **Trevor Arp, Secretary**

Comcast, VP of Product Management

86 Godfrey Lane, Fremont, NH 03044

[Trevor\\_Arp@cable.comcast.com](mailto:Trevor_Arp@cable.comcast.com)

Phone: 603-244-2209

Board member since 2008

### **Joan Reische**

Retired Professional Baker

[REDACTED]  
Board member since 1998

### **Judy Bergeron**

President, MTS Services

[REDACTED]  
[jbergeron@mtsservices.com](mailto:jbergeron@mtsservices.com)

Board member since 2005

### **Theresa Dolloff**

Retired Marketing Professional

[REDACTED]  
Board member since 2007

### **David Donohue**

D Two Communications, Principal

[REDACTED]  
[david@dtwo.biz](mailto:david@dtwo.biz)

Board member since 2009

**Eric Demaree**

CCA Global Partners  
President Carpet One Floor & Home Division

[REDACTED]  
[REDACTED]  
[REDACTED]  
Board member since 2012

**Stephanie Sledjeski**

Lincoln Financial Group, Asst Vice President

[REDACTED]  
[REDACTED]  
Board member since 2010

**Charla Stevens**

McLane, Graf, Raulerson & Middleton Esquire

[REDACTED]  
Manchester, NH 03105  
[REDACTED]  
[REDACTED]

Board member since 2013

**Margaret "Missy" Fulton**

Assistant Commissioner  
N H Department of Revenue Administration

109 Pleasant Street  
Concord, NH 03302

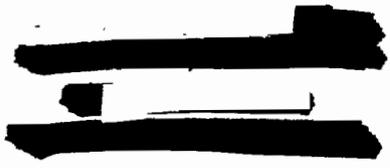
[mfulton@rev.state.nh.us](mailto:mfulton@rev.state.nh.us)

603-490-3606

Board member since 2012

As of May 2013

## Maureen Ann Beauregard



### Professional Experience

**November 1991 to Present:** Families in Transition, 122 Market Street, Manchester, NH 03101.

1995-Present. President, Families in Transition. Developed a Board of Directors and established Families in Transition as a private nonprofit agency in 1995. Responsible for grant writing, fundraising, facility development, oversight of agency personnel, program development, day to day operations, reporting to state and federal agencies and public relations.

- 2003 to Present: Development and Implementation of 33 units permanent affordable housing in Manchester.
- 2001-2003: Development of Families in Transition – Concord, 16 units of affordable housing with 6 designated for homeless women with a disability and 10 designated for transitional housing for homeless women and their children.
- 2001 to Present: Development of Families in Transition’s social entrepreneurship, Family OutFITters thrift store and Employment Training Program.
- 1998 – 2001: Development of Millyard II Transitional Housing Program with 19 apartments and 1 interim unit for 3 families.
- 1995 – 1997: Development of Millyard I Transitional Housing Program with 12 apartments for homeless women with children.
- 1994 – 1995: Development of steering committee to form the Board of Directors for Families in Transition and Families in Transition becomes and independent 501 © (3)

1991- 1994 New Hampshire Community Loan Fund. Program Director. Designed and implemented transitional housing programs for the homeless women with and without children.

- 1993 – 1994: Development and implementation of Community Program providing supportive services to 14 homeless women and their children and assisting them in attaining and maintaining housing.
- 1992 – 1993: Development and implementation of Amherst Street Transitional Housing Program for 9 homeless single women.
- 1991 – 1992: Development and implementation of Spruce Street Transitional Housing Program for 5 homeless women and their children.

**November 1989-March 1991:** Child Protective Service Worker II for the Division for Children and Youth Services, 30 Maplewood Avenue, Portsmouth, NH. Advocated for abused and neglected children in court, established support network (fostercare, visitation, and counseling) to help in the abuse/neglect recovery process.

**November 1988-November 1989:** Substance Abuse Counselor for Team Coordinating Agency, Phoenix East, Haverhill, MA. Counseled clients, aided and found resources

(AA/NA meetings, employment, education, and counseling) for residents in halfway house for alcoholic/addicts, age 16-25. Conducted weekly support group.

### **Education**

Bachelor of Science degree from the University of New Hampshire, College of Life Science and Agriculture. Area of study: Family Studies.

### **Professional Affiliations and Honors**

- **1998 to 2004** – Northern New England Housing Investment Fund. Member of Board of Directors.
- **1998 to 2004** – Northern New England Equity Fund. Member Board of Directors and Investment Committee
- **2004:** New Hampshire Business Review, Business Excellence Awards 2004, Maureen Beauregard for Excellence in Non-Profit
- **2004:** The Walter J. Dunfey Awards for Excellence in Management awarded to Families in Transition
- **2003:** YWCA Susan B. Anthony Award, Woman of the Year
- **2003:** New Hampshire Housing Finance Authority Annual Conference: Maureen Beauregard and Families in Transition recognized as Best Practice for Development of Affordable Housing in New Hampshire.
- **2002:** Great Bay Foundation: \$150,000 grant award for the development and implementation of social entrepreneurship, Family OutFITters.
- **2002:** Citizens Bank and WMUR Channel – 9, 2003 Community Champions Award for Homelessness for New Hampshire
- **2001:** Manchester Continuum of Care Narrative submission to the U.S. Dept. of Housing & Urban Development, SuperNOFA: 1 of top 10 narratives in the country.
- **2003 to Present:** YMCA Diversity Committee
- **2003 to Present:** Intown Manchester, Economic Development Committee, Trustee
- **2003:** The Sharing Foundation, Caring for Cambodia's Children Parent Advisory Council
- **2003 to Present:** New Hampshire Interagency Council on Homelessness, member appointed by Governor Benson
- **2002 to Present:** Policy Academy for the Chronically Homeless, member
- **2002 to Present:** Great Bay Foundation, Work Group consisting of 5 leading initiatives, member
- **2001 to Present:** Manchester Task Force on Housing, member appointed by Mayor
- **1999 to Present:** Northern New England Housing Investment Fund, Investment Committee, Trustee
- **1998 to Present:** Manchester Continuum of Care, Chairperson in 1998, 2003, founding member

## Stephanie Allain Savard, LICSW

### **Licensure and Education:**

- New Hampshire Licensed Independent Clinical Social Worker, #941, April, 2000.
- Masters in Social Work, Boston University, 1996.
- Bachelor of Arts – Honors in Psychology, Keene State College, 1992.
- Associate of Science in Chemical Dependency, Keene State College, 1992.
- Boston University Workshop-Based Trauma Certificate, 2006.
- Low Income Housing Tax Credit Certified Credit Compliance Professional (C3P), 2000.

### **Professional Experience:**

*Vice-President*, Families in Transition, Manchester, NH, 1/97 – Present.

- Oversight of clinical department and all supportive services programming within agency, including case management, therapeutic services, employment & training services, youth programming and specialized programming. Oversee and manage treatment and supportive services for a program capacity of 150+ homeless families and individuals to ensure that consistent and quality clinical services are provided. Oversight of 135+ units of affordable housing to ensure quality and safe housing for all tenants.
- Provide administrative and clinical supervision to all licensed clinicians, masters and bachelor level clinician & case managers. Provide oversight to the Property Administration Department, including management of all funding requirements for each property, including Low Income Housing Tax Credits, HOME, Housing and Urban Development, CDBG, etc.
- Assumes responsibilities and decision-making for agency in the absence of the President. Assist President on personnel issues and in oversight of agency and strategic planning.
- Provide therapeutic services to participants of program, including participation in participant team meetings. Co-facilitate support groups on various issues, including self-esteem, co-dependency, Relational/Cultural Theory, trauma and relationships.
- Families in Transition Board of Directors Programs and Supportive Services Committee Member and assist in Board of Director meetings.
- Member of the Manchester Continuum of Care, 10/00 – Present; Community Awareness Committee Chair 2003/2004; 2006 – Present.

*Counselor/Family Service Worker*, NFI Midway Residential Shelter, Manchester, NH, 1993 – 1996.

- Supervised 15 adolescent males utilizing behavior management and normative culture techniques.

- Supervised all shifts and summer activity program; Conducted family assessments and counseling.

*MSW Clinical Intern, CASPAR Emergency Service Center, Cambridge, MA, 1995-1996.*

- Provided assessments, individual and group therapy to homeless substance abusers in early recovery.
- Developed a resource manual of services for client referral and assisted in creating a program brochure.

*MSW Clinical Caseworker Intern, WorkSource of Work, Inc., Quincy, MA, 1994-1995.*

- Provided case management, counseling, and crisis intervention to consumers with psychiatric disabilities in a vocational rehabilitation workshop. Developed and co-facilitated support groups.
- Developed and facilitated a pre-employment program for consumers transitioning into community work.

*VISTA Volunteer, Center for Human Services, Seattle, WA, 1992-1993.*

- Developed, recruited, and supervised a volunteer program for multiple programs and departments.
- Diversity Committee Member; Assisted in agency fundraising and grant writing; designed and marketed public relation materials; assisted in coordinating Board of Directors and chairing Board committees.

**Professional Affiliations and Volunteer Experience:**

- Lazarus House Transitional Housing Advisory Council, Lawrence, MA, 2004 - Present.
- Board of Directors of the NH Coalition to End Homelessness, 12/00 - 2002.

**Awards & Professional Memberships:**

- National Association of Social Workers, Member 1996-Present; NH Chapter Board of Directors, Vice-President 2006 – Present.
- Union Leader and Business Industry Association “40 Under 40” Leaders of New Hampshire, 2004
- NH Homeless Service Providers Award, Office of Homeless and Housing Services, 2003.

# SARAH DORNER

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## EDUCATION

**Brandeis University**, Waltham, MA December 2006  
Bachelor of Arts in Psychology and Sociology, Magna Cum Laude  
GPA: 3.7; Dean's List; Psi Chi National Honor Society in Psychology

**University of Melbourne**, Melbourne, Australia February – June 2006  
Received merit-based scholarship to pursue coursework in Australian studies, Indigenous studies, and History

## EXPERIENCE

**Families in Transition**, Manchester, NH June 2012 – Present  
*Treatment Coordinator*

- Provide case management services and advocate for families while they work through homelessness, trauma, substance abuse, and mental illness
- Partner with community agencies and connect families to resources as needed

**Families in Transition**, Manchester, NH Oct 2009 – June 2012  
*Child and Family Advocate*

- Aided families with children enrolled in a trauma-informed preschool and after-school program with the development of parenting skills to support their children's overall well-being
- Designed and facilitated groups within a therapeutic setting for children and parents impacted by trauma

**CL Education Center**, Jinhae, South Korea Dec 2008 – June 2009  
*English Teacher*

- Planned innovative lessons and activities for students between the ages of three to fourteen
- Presented new material and designed tests to assess students' comprehension

**Mesila Aid and Information Center**, Tel Aviv, Israel Feb 2008 – Aug 2008  
*Social Work Volunteer*

- Organized foreign worker volunteers to assist other foreign workers from the Philippines who were ill
- Created and conducted original activities for after-school programs serving children of refugees from Africa
- Assisted in mobilizing foreign workers in advocating for the rights of immigrant children

**Kdam Atidim English Summer Camp**, Ben Shemen, Israel July 2008  
*English Teacher/Counselor*

- Devised English curriculum appropriate for teenagers from Israel's periphery and disadvantaged communities
- Supported programming to foster a sense of community and help teens confront challenges

**Eliot Community Human Services**, Wakefield, MA Mar 2007– Feb 2008  
*Group Care Worker*

- Served as role model and advocate for adolescent females residing in a residential group home
- Implemented and facilitated new and creative programming to support the development of life skills
- Maintained communication with administration, families, social workers, and schools

**Student Sexuality Information Service**, Brandeis University Aug 2005 – May 2007  
*Counselor and Educator*

- Provided confidential counseling, information, and referrals to outside resources
- Designed, facilitated, and promoted campus-wide and small-group educational programs

**Waltham Action Research Project**, Waltham, MA Fall 2006  
*Collaborative Research Intern*

- Managed high school students with community-based research on local after-school programs
- Developed and conducted seminars in research skills to aid students' service learning



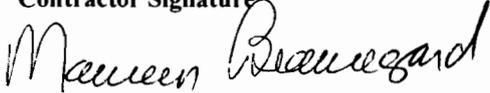
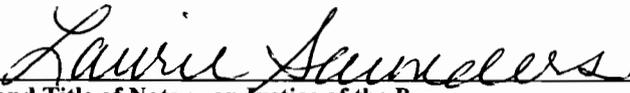
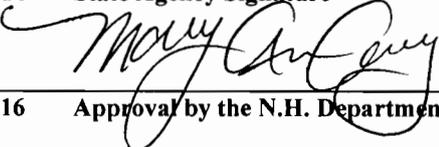
Subject: Permanent Housing

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Families in Transition		<b>1.4 Contractor Address</b> 122 Market Street Manchester, NH 03101	
<b>1.5 Contractor Phone Number</b> (603) 641-9441	<b>1.6 Account Number</b> 05-95-42-423010-7927	<b>1.7 Completion Date</b> August 31, 2014	<b>1.8 Price Limitation</b> \$71,374.00
<b>1.9 Contracting Officer for State Agency</b> Maureen U. Ryan, Bureau Administrator		<b>1.10 State Agency Telephone Number</b> (603) 271-9197	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Maureen Beauregard, President	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u>  On <u>8/29/13</u> the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal] 		<b>Laurie Saunders</b> Notary Public - New Hampshire My Commission Expires October 8, 2013	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b>  Laurie Saunders, Bookkeeper, Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Mary Ann Cooney Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b>  By:  Jeanne P. Herrick, Attorney On: 17 Sept. 2013			
<b>1.18 Approval by the Governor and Executive Council</b>  By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: MSB  
Date: 8/29/2013

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

**Supportive Housing Program**

1. Services

- 1.1. Based on the continued receipt/availability of federal funds from the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program, the Contractor shall provide a permanent housing program that shall serve twenty (20) homeless individuals with disabilities.
- 1.2. The goal of this program is to facilitate the movement of homeless individuals to permanent housing and maximum self-sufficiency.
- 1.3. To be eligible for contract services, individuals must be homeless as defined in HUD regulations. The Contractor must obtain and retain appropriate documentation.
- 1.4. The Contractor shall provide these services according to HUD regulations as outlined in Public Law 102-550, the SHP Desk Guide, and other written HUD policies and directives.
- 1.5. Each program participant shall have an employment assessment and employment goals included in the individual service plan, as appropriate.

2. Program Reporting Requirements

- 2.1. The Contractor shall submit the following reports:
  - 2.1.1. Quarterly Progress Reports: Quarterly progress reports shall include the number of participating individuals at the end of the quarter, the number of vacancies at the end of the quarter, the number of individuals who have left the project during the quarter, the number of new individuals who entered the project during the quarter, the status of Project Activities performed, the outlook for completion of the remaining Project Activities prior to the completion Date, and the changes, if any, which need to be made in the Project or Project Activities. Quarterly reports shall be submitted to the Bureau of Homeless and Housing Services (BHHS). Quarterly reports are due no later than thirty (30) days after the conclusion of the quarter.
  - 2.1.2. Annual Progress Report: Within thirty (30) days after the Completion Date, an Annual Progress Report (APR) shall be submitted to the BHHS that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Progress Report shall be in the form required or specified by the State.
  - 2.1.3. Other Reports as requested by the State.
- 2.2. All programs under this contract that are emergency shelters, transitional programs or permanent programs are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 2.3. Failure to submit the above reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.

3. Contract Administration

- 3.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 3.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 3.3. The Contractor shall inform BHHS of any staffing changes.

*AB*



Exhibit A

- 3.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
  - 3.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.
4. Financial
- 4.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Supportive Housing Program agreement value specified in Exhibit B of this agreement from the HUD Supportive Housing Program, for contract services.
    - 4.1.1. Supportive services.
      - 4.1.1.1. Eligible supportive services costs include salary and fringe benefits for direct service and supervisory staff (as proportionate to time dedicated to the project), furnishings used by direct service staff or participants, supplies used by direct service program staff or participants, transportation of participants and staff when related to direct service, office equipment and expenses (as proportionate to direct service), medical/dental care for participants, education, counseling, case management, intervention, daily living skills, parenting skills, mental health care, rent/security deposits or other housing search assistance for participants exiting the program, substance abuse treatment, vocational training, and employment assistance. Eligible services are available to those individuals actively participating in the permanent housing program.
      - 4.1.1.2. Ineligible costs include staff training, fundraising, conference attendance, and court fines incurred by participants.
      - 4.1.1.3. Contract funds may be used to pay for up to eighty percent of the actual supportive services costs.
    - 4.1.2. Administrative costs.

Administrative costs include costs associated with the accounting for the use of contract funds, preparing required reports, and obtaining program audits.
  - 4.2. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies.
    - 4.2.1. Match requirements are to be cash and documented with each payment request.
    - 4.2.2. Match requirements cannot be met through in-kind donations of goods and services.
  - 4.3. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 4.1. The Contractor must have written approval from the State prior to billing for any other expenses.
  - 4.4. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 583.315). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
  - 4.5. The contractor shall have any staff charged in full or part to this contract or counted as match complete weekly or bi-weekly timesheets.

Service locations;  
307 Douglas St  
Manchester, NH 03102

282 Belmont St  
Manchester, NH 03103



**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**Supportive Housing Program**

The following financial conditions apply to the scope of services as detailed in Exhibit A – Supportive Housing Program.

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

NH General Fund: Not applicable  
Federal Funds:  
CFDA #: 14.235  
Federal Agency: U.S. Department of Housing & Urban Development  
Program Title: Supportive Housing Program  
Total Amount Supportive Housing Program;  
September 1<sup>st</sup>, 2013 – August 31, 2014: not to exceed \$71,374

Funds allocation under this agreement for Supportive Housing Program;

Supportive services: \$69,134.00  
Administrative costs: \$2,240.00  
Total program amount: \$71,374.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program, in an amount not to exceed and for the time period specified above.

2. REPORTS.

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

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

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

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.
- 3.2. Payment of Project Costs: Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development Supportive Housing Project, Permanent Housing for the Handicapped Homeless (Public Law 102-550) in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from



Exhibit B

the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

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

4. USE OF GRANT FUNDS.

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

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

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



Exhibit C

Special Provisions

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Add the following to Paragraph 5:
  - 5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.
  - 5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).
3. Add the following to Paragraph 6.1:
  - 6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, country, or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.
4. Add the following to Paragraph 6.:
  - 6.4. The Contractor certifies as follows:
    - 6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;
    - 6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;
    - 6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;
    - 6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:
      - 6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;



Exhibit C

- immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
- 6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;
  - 6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such a species; and
  - 6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;
- 6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
- 6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;
- 6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
- 6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
- 6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).
5. Add the following to Paragraph 7.:
- 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
  - 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
6. Add the following to Paragraph 8.:
- 8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.
  - 8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.



Exhibit C

- 8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.
  - 8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.
  - 8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.
  - 8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.
  - 8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.
7. Add the following to Paragraph 9.:
- 9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.
  - 9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:
    - 9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.
    - 9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing and permitting a determination to be made by the State of all Project Costs and other expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State.
    - 9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
  - 9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The

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Exhibit C

Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.

8. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2. In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3. The Contractor shall fully cooperate with State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
9. Add the following to Paragraph 14:
  - 14.4. The Contractor shall obtain property, casualty or hazard insurance in an amount at least equal to the amount of any acquisition/rehabilitation advance or the moderate rehabilitation grant provided to the Contractor. The Contractor shall assure that such insurance remains in full force during the term of the commitment to provide supportive housing for the homeless.
10. Add the following to Paragraph 20:
  - 20.1. DEVELOPMENT
    - 20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.
    - 20.1.2. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
  - 20.2. OPERATION
    - 20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.
    - 20.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.
    - 20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.
    - 20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.



Exhibit C

- 20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.
- 20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.
- 20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.
- 20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.
- 20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS
  - 20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.
  - 20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.
  - 20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or, for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.
- 20.4. OTHER PROGRAM REQUIREMENTS

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

  - 20.4.1. the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion; and
  - 20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation; and
  - 20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and
  - 20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and
  - 20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and
  - 20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and

Handwritten initials in black ink, appearing to be 'MB'.



Exhibit C

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20.4.7. the Contractor shall keep any records and make any reports that the State may require. Estimates for the cost of acquisition and/or rehabilitation or moderate rehabilitation of the Project shall be supported by documentation on file and maintained for at least three years of operation with funding under this program.



Exhibit C-1

**ADDITIONAL SPECIAL PROVISIONS**

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

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

4. Credits

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

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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

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

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

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

Families in Transition From: \_\_\_\_\_ To: \_\_\_\_\_  
(Contractor Name) (Period Covered by this Certification)

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

Maureen Beauregard August 29, 2013  
(Contractor Representative Signature) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: \_\_\_\_\_ through \_\_\_\_\_

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

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

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

Maureen Beauregard  
(Contractor Representative Signature)

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

Families in Transition  
(Contractor Name)

August 29, 2013  
(Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT F**

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

**PRIMARY COVERED TRANSACTIONS**

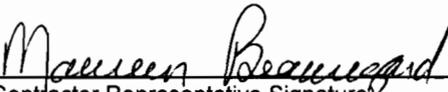
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

**LOWER TIER COVERED TRANSACTIONS**

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

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

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

  
(Contractor Representative Signature)

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

Families in Transition  
(Contractor Name)

August 29, 2013  
(Date)

Contractor Initials: 

Date: 8/29/13

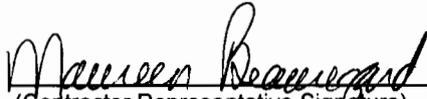
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

  
(Contractor Representative Signature)

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

Families in Transition  
(Contractor Name)

August 29, 2013  
(Date)

NH Department of Health and Human Services

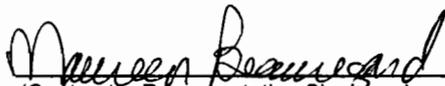
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

  
(Contractor Representative Signature)

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

Families in Transition  
(Contractor Name)

August 29, 2013  
(Date)

## NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

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

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

**(2) Use and Disclosure of Protected Health Information.**

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

**(4) Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

<i>NH DHHHS</i>	<b>Families in Transition</b>
The State Agency Name	Name of the Contractor

<i>Mary Ann Conway</i>	<i>Maureen Beauregard</i>
Signature of Authorized Representative	Signature of Authorized Representative

<i>MARY Ann Conway</i>	<b>Maureen Beauregard</b>
Name of Authorized Representative	Name of Authorized Representative

<i>Associate Commissioner</i>	<b>President</b>
Title of Authorized Representative	Title of Authorized Representative

<i>9/19/13</i>	<b>August 29, 2013</b>
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

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

Families in Transition August 29, 2013  
(Contractor Name) (Date)

Contractor initials: MB  
Date: 8/29/13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 825360399

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

NO  YES

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

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

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

NO  YES

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

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

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

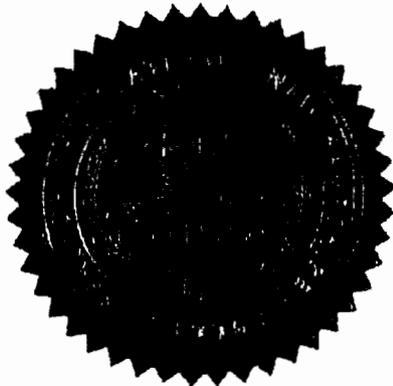
Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Contractor initials: AMB  
Date: 8/29/13  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

State of New Hampshire  
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5<sup>th</sup> day of June A.D. 2013

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

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

I, Karyn O'Neil, do hereby certify that:

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

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation held on August 29, 2013.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services, concerning the following matter: *US Department of Housing and Urban Development Supportive Housing Program Funds*

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of August 29, 2013

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

(Seal)  
(Corporation)

  
\_\_\_\_\_  
Signature of Board Chair

State of New Hampshire

County of Hillsborough

The foregoing instrument was acknowledged before me this 29 day of August, 2013

by Karyn O'Neil  
Name of Board Chair

(Seal)  
(Notary Public)

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

**LAURIE SAUNDERS**  
Notary Public - New Hampshire  
My Commission Expires October 8, 2013



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



***Mission***

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

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**MANCHESTER, NEW HAMPSHIRE**

**CONSOLIDATED FINANCIAL STATEMENTS  
AND  
INDEPENDENT AUDITORS' REPORT**

**DECEMBER 31, 2012**

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**MANCHESTER, NEW HAMPSHIRE**

**CONSOLIDATED FINANCIAL STATEMENTS  
AND  
INDEPENDENT AUDITORS' REPORT**

**DECEMBER 31, 2012**

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## INDEPENDENT AUDITOR'S REPORT

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

### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and its subsidiaries, which comprise the consolidated statement of financial position as of December 31, 2012 and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We did not audit the financial statements of the individual subsidiaries (Millyard Families II Limited Partnership, Bicentennial Families Concord Limited Partnership, Family Bridge Limited Partnership, Family Willows Limited Partnership, Belmont Street Family Housing, School/Third Street, and Lowell Street) which statements reflect total assets constituting 81.7 percent of consolidated total assets at December 31, 2012, and total revenues constituting 42.2 percent of consolidated total revenues for the year then ended. Those statements were audited by other auditors, whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for these subsidiaries, is based solely on the reports of the other auditors. 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 consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no

such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our modified audit opinion.

#### ***Basis for Qualified Opinion***

We were not engaged to audit the financial statements of Family OutFITters, LLC, a subsidiary of Families in Transition, Inc. Management has decided to omit the financial position of Family OutFITters, LLC as of December 31, 2012 and its statements of activities, functional expenses, and cash flows for the year then ended. Total assets, liabilities, revenues and expenses of this subsidiary as of December 31, 2012 and for the year then ended are \$195,799, \$124,659, \$665,829 and \$722,119, respectively. In our opinion, the inclusion of this subsidiary in the consolidated financial statements is required by accounting principles generally accepted in the United States of America.

#### ***Qualified Opinion***

In our opinion, except for the effects of the matter described in the Basis for Qualified Opinion paragraph, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Families in Transition, Inc. and its subsidiaries as of December 31, 2012, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Other Matters***

#### ***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating financial statements and the financial statements of Families in Transition, Inc. (not including subsidiaries) are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in related to the consolidated financial statements as a whole.

#### ***Summarized Comparative Information***

The summarized financial information for 2011 has been derived from the Families in Transition, Inc.'s 2011 financial statements, which were audited by a predecessor auditor. An unqualified audit opinion was issued on those financial statements dated March 20, 2012. As part of our audit of the 2012 financial statements, we also audited the adjustments described in Note S that were applied to restate the 2011 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2011 financial statements

of the Entity other than with respect to the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2011 financial statements as a whole.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated April 5, 2013, on our consideration of Families in Transition, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Families in Transition, Inc.'s internal control over financial reporting and compliance.

*Wachon Clukay & Company PC*

Manchester, New Hampshire  
April 5, 2013

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
DECEMBER 31, 2012 AND 2011

ASSETS

	2012	2011
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 620,278	\$ 1,228,115
Accounts receivable	43,692	205,427
Grants receivable	108,980	124,213
Prepaid expenses	65,586	56,455
Reserve cash designated for properties	940,581	966,212
Other assets	44,277	22,493
<b>TOTAL CURRENT ASSETS</b>	<b>1,823,394</b>	<b>2,602,915</b>
<b>NON CURRENT ASSETS</b>		
Investments	29,707	28,629
Land, buildings and equipment - net	24,756,211	24,509,767
Other assets - financing fees	172,393	186,159
<b>TOTAL NON CURRENT ASSETS</b>	<b>24,958,311</b>	<b>24,724,555</b>
<b>TOTAL ASSETS</b>	<b>\$ 26,781,705</b>	<b>\$ 27,327,470</b>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>		
Current portion of long-term debt	\$ 121,296	\$ 100,872
Accounts payable	92,898	144,385
Accrued expenses	84,815	160,909
Funds held as fiscal agent	66,506	74,626
Deferred revenue	3,668	5,876
Due to related entity	1,976	3,246
Security deposits	28,252	26,344
<b>TOTAL CURRENT LIABILITIES</b>	<b>399,411</b>	<b>516,258</b>
<b>NONCURRENT LIABILITIES</b>		
Minority interest	6,652,776	7,311,817
Long-term debt, less current portion	10,067,905	9,899,481
<b>TOTAL LIABILITIES</b>	<b>17,120,092</b>	<b>17,727,556</b>
<b>NET ASSETS</b>		
Unrestricted	9,443,806	9,072,326
Temporarily restricted	217,807	527,588
<b>TOTAL NET ASSETS</b>	<b>9,661,613</b>	<b>9,599,914</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 26,781,705</b>	<b>\$ 27,327,470</b>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31, 2012

(With summarized financial information for the year ended December 31, 2011)

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>2012 TOTAL</u>	<u>2011 TOTAL</u>
<b>REVENUE AND SUPPORT</b>				
Federal, state and other grant support	\$ 1,683,498	\$ 280,318	\$ 1,963,816	\$ 3,601,616
Rental income	1,590,097		1,590,097	1,634,635
Public support	114,182		114,182	157,774
Tax credit contributions	33,600		33,600	188,100
Special events	158,436		158,436	119,821
Property management fees	-		-	424,756
Developer fees	-		-	443,700
VISTA program revenue	94,931		94,931	70,503
Unrealized (loss) gain on investments	1,078		1,078	(342)
Realized (loss) on disposal of assets	(5,998)		(5,998)	(2,912)
Interest income	29,946		29,946	1,993
In kind donations	25,585		25,585	29,693
Other income	342,318		342,318	104,756
Net assets released from restrictions	590,099	(590,099)		
TOTAL REVENUE AND SUPPORT	<u>4,657,772</u>	<u>(309,781)</u>	<u>4,347,991</u>	<u>6,774,093</u>
<b>EXPENSES</b>				
Program expenses	4,221,855		4,221,855	4,118,752
Fund-raising	426,802		426,802	272,390
Management and General	296,676		296,676	669,442
TOTAL EXPENSES	<u>4,945,333</u>		<u>4,945,333</u>	<u>5,060,584</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>				
BEFORE MINORITY INTERESTS	(287,561)	(309,781)	(597,342)	1,713,509
Add back losses attributed to				
Minority Interests	659,041		659,041	343,550
INCREASE (DECREASE) IN NET ASSETS	<u>371,480</u>	<u>(309,781)</u>	<u>61,699</u>	<u>2,057,059</u>
NET ASSETS - BEGINNING OF YEAR, as restated	<u>9,072,326</u>	<u>527,588</u>	<u>9,599,914</u>	<u>7,542,855</u>
NET ASSETS - END OF YEAR	<u>\$ 9,443,806</u>	<u>\$ 217,807</u>	<u>\$ 9,661,613</u>	<u>\$ 9,599,914</u>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2012

(With summarized financial information for the year ended December 31, 2011)

	<u>PROGRAM ACTIVITIES</u>	<u>FUND- RAISING</u>	<u>MANAGEMENT AND GENERAL</u>	<u>2012 TOTAL</u>	<u>2011 TOTAL</u>
<b>EMPLOYEE COMPENSATION</b>					
Wages	\$ 1,266,830	\$ 256,790	\$ 188,313	\$ 1,711,933	\$ 1,689,901
Temporary labor	-			-	-
Employee benefits	138,760	28,127	20,626	187,513	189,278
Payroll taxes	107,470	21,785	15,975	145,230	140,681
<b>TOTAL WAGES AND RELATED</b>	<b>1,513,060</b>	<b>306,702</b>	<b>224,914</b>	<b>2,044,676</b>	<b>2,019,860</b>
<b>EXPENSES</b>					
Administrative housing expenses	45,485			45,485	201,589
Advertising	3,451	486	357	4,294	5,761
Amortization	13,766			13,766	
Bank charges			3,072	3,072	2,929
Consultants	8,877	1,799	1,320	11,996	101,940
Daycare and rental subsidies	142,643			142,643	183,958
Depreciation	768,728	21,986	16,123	806,837	714,521
Development expenses				-	8,846
Events		26,431		26,431	32,085
General housing expenses	166,343			166,343	221,445
General insurance	62,759	6,733	4,937	74,429	44,344
Interest expense	102,197			102,197	46,633
Interest-Mortgage	105,738			105,738	101,012
Management fees	35,049			35,049	119,119
Meals and entertainment	5,187	1,052	771	7,010	5,228
Membership dues and subscriptions	5,908	1,198	878	7,984	6,469
Office supplies	40,786	8,268	6,063	55,117	54,349
Participant clothing and expenses	56,337			56,337	49,076
Postage	4,762	965	708	6,435	4,136
Printing	13,728	2,783	2,041	18,552	4,606
Professional fees	53,833	5,460	4,004	63,297	41,786
Repairs and maintenance	300,020	12,906	9,464	322,390	405,894
Staff development and supervision	12,837	2,602	1,908	17,347	44,046
Subrecipient grants	648			648	23,274
Taxes - property and BET	119,967			119,967	31,943
Technology support	45,170	9,156	6,714	61,040	72,031
Telephone	37,185	7,184	5,268	49,637	48,198
Travel	24,644	4,995	3,663	33,302	36,652
Utilities	338,350			338,350	327,769
VISTA program	164,322			164,322	70,848
Workers' compensation insurance	30,075	6,096	4,471	40,642	27,979
In kind expense - services	-			-	2,258
<b>TOTAL EXPENSES 2012</b>	<b>\$ 4,221,855</b>	<b>\$ 426,802</b>	<b>\$ 296,676</b>	<b>\$ 4,945,333</b>	
<b>TOTAL EXPENSES 2011</b>	<b>\$ 4,118,752</b>	<b>\$ 272,390</b>	<b>\$ 669,442</b>		<b>\$ 5,060,584</b>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (597,342)	\$ 1,713,509
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	806,837	714,521
Amortization	13,766	
Forgiveness of debt	(131,267)	(65,634)
Unrealized loss (gain) on investments	(1,078)	342
Loss on asset disposal	5,998	2,912
(Increase) decrease in accounts receivable	161,735	(175,210)
Decrease in grants receivable	15,233	15,334
(Increase) in prepaid expenses	(9,131)	(4,831)
(Increase) decrease in other assets	(21,784)	3,460
Neighborhood Stabilization Grant-Belmont		(1,408,320)
Increase (decrease) in accounts payable	(51,487)	48,751
Increase (decrease) in accrued expenses	(76,094)	53,866
(Decrease) in funds held as fiscal agent	(8,120)	
Increase (decrease) in deferred revenue	(2,208)	298
(Decrease) in due to related party	(1,270)	
Increase in security deposits	1,908	6,692
<b>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>	<u>105,696</u>	<u>905,690</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Cash purchases of property and equipment	(1,059,279)	(2,718,201)
<b>NET CASH (USED) BY INVESTING ACTIVITIES</b>	<u>(1,059,279)</u>	<u>(2,718,201)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from borrowing	490,223	2,685,049
Payments on debt	(170,108)	(379,134)
<b>NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES</b>	<u>320,115</u>	<u>2,305,915</u>
<b>INCREASE (DECREASE) IN CASH</b>	(633,468)	493,404
<b>CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR</b>	<u>2,194,327</u>	<u>1,700,923</u>
<b>CASH AND CASH EQUIVALENTS AT END OF YEAR</b>	<u>\$ 1,560,859</u>	<u>\$ 2,194,327</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash payments for interest	<u>\$ 207,935</u>	<u>\$ 130,441</u>

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

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2012

#### NOTE A - ORGANIZATION

Families in Transition, Inc. (the Entity) was incorporated as a non-stock, non-profit corporation under New Hampshire law on May 13, 1994. The Entity, which began independent operations effective January 1, 1995, provides housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in the Concord and Manchester, New Hampshire area. The Entity receives funding from federal, state and private grants as well as cash and non-cash contributions from the public and from private operations.

The Entity operates housing programs in facilities located on Spruce and Amherst Streets in Manchester, New Hampshire. These programs were formerly run by the New Hampshire Community Loan Fund (NHCLF). Effective January 1, 1995, all leases and contracts related to the programs were assigned to the Entity. Additional housing facilities were opened at 106 and 122 Market Street, Manchester as well as in Bicentennial Square in Concord in 2004, on Second Street in Manchester in 2005, on Douglas Street in 2007 and on South Beech Street in 2008.

In 2008, Families in Transition created a Community Development Housing Organization (CHDO), Housing Benefits, Inc. Housing Benefits, Inc. identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness. The Entity owns six properties. Two of the buildings, located at School and Third Streets, were acquired in 2009. Two of the locations became operational in 2011 and are located at Lowell Street and Belmont Street. In 2012, the CHDO purchased two additional properties - one at 106 Market St, Manchester, NH, which was already operational and one at 576 Central Ave. in Dover, NH which will become operational in 2013.

In 2012, Families in Transition acquired Manchester Emergency Housing, Inc., a Manchester, NH-based entity that provides emergency shelter for families. The Entity also acquired the New Hampshire Coalition to End Homelessness, a statewide entity, whose mission is to "eliminate the causes of homelessness through research, education and advocacy." As both entities are separate 501(c)3's with fiscal year-ends of June 30, the entities financials are summarized in Note R of the Notes section of the audit.

#### NOTE B – SIGNIFICANT ACCOUNTING POLICIES

##### Basis of Accounting

The financial statements of Families in Transition, Inc. are prepared using the accrual basis of accounting.

##### Basis of Presentation

Unrestricted net assets – Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed restrictions that may or will be met either by actions of the Entity and/or the passage of time. When a restriction expires, net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets are released.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE B – SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Basis of Presentation (continued)

Permanently restricted net assets – Net assets subject to donor-imposed stipulations that they be maintained in perpetuity and only the income from the funds may be expended. As of December 31, 2012, the Entity had no permanently restricted net assets.

Use of Estimates

The financial statements include estimates and assumptions made by management that affect the carrying amounts of assets and liabilities and the reported amounts of revenues and expenses. Actual results may differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Entity considers all unrestricted, highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Contributions

The Entity reports gifts of cash or other assets as restricted contributions when they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (such as when a stipulated time restriction ends), temporarily restricted net assets are released to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Net assets are released from donor restrictions when time restrictions are realized or the intended purposes of the fund are satisfied. Temporarily restricted net assets of \$217,807 at December 31, 2012, represent amounts designated for program services, not yet expended. (See also Note K.)

Donated Property, Equipment and Services

Donations of property and equipment are recorded at fair market value on the date of receipt. Such donations are reported as unrestricted support unless the donor has restricted their use.

Contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Entity reports expiration of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Entity reclassifies restricted net assets as unrestricted net assets at that time.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE B – SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Donated Property, Equipment and Services (continued)

A number of volunteers have donated their time to the Entity's program and administrative services. The value of these services is not reflected in the accompanying financial statements since the volunteers' time does not meet criteria for the recognition. An estimate of the value of this donated time is \$627,013.

Property, Plant, Equipment and Depreciation

Property, plant and equipment are recorded at cost or, in the case of donated assets, at fair market value. The Entity's capitalization policy includes recording assets greater than \$1,000. Repairs and maintenance are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the fixed assets. (See also Note D.)

Functional Expenses

Functional expenses have been allocated between program services and supporting services based on estimated personnel time and space utilized for the related activity.

Income Taxes

The Entity has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for its exempt function income. In addition, the Entity is not subject to state income taxes.

On July 13, 2006, the FASB issued an income tax pronouncement, which fundamentally changes the way that the Entity will be required to treat its uncertain tax positions for financial accounting purposes. It prescribes rules regarding how the Entity should recognize, measure and disclose in its financial statements tax positions that were taken or will be taken on the Entity's tax return that are reflected in measuring current or deferred income tax assets and liabilities for interim or annual periods. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income taxes payable, or a reduction in a deferred tax asset or an increase in a deferred tax liability. On January 1, 2009, the Entity adopted this pronouncement. At the adoption date, the Entity did not have any unrecognized tax benefits and determined the impact of this interpretation was not material to the Entity's financial statements. During the year ending December 31, 2012, no new additional unrecognized tax benefits were identified. As of December 31, 2012, the tax years ending December 31, 2011, 2010, and 2009 are open for possible tax examination.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE B – SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

Income Taxes (continued)

The Entity does not expect that the amounts of unrecognized tax transactions will change significantly within the next twelve months.

Principles of Consolidation

At December 31, 2012, the Entity owned 79% of Brick Mill House Families, Inc. ("Brick Mill"), 100% of Brick Mill House Families II, Inc. ("Brick Mill II), 21% of Tricorner Corporation ("Tricorner"), 100% of Bicentennial Family Concord, 100% of Family Mill, Inc., and 100% of Big Shady Tree, Inc., all of which are New Hampshire corporations. The Entity also owns 100% of Family OutFITters, LLC, a limited liability corporation. Through complete management control, Families in Transition, Inc. also has indirect ownership in Millyard Families II Limited Partnership ("Millyard II"), Bicentennial Families Concord Limited Partnership, Family Bridge Limited (Family Mill), and Family Willows Limited Partnership, all of which are New Hampshire Limited Partnerships, whereby Brick Mill II is a sole .01% general partner, Bicentennial Family Concord is a sole .01% general partner, Family Mill is a .01% general partner and Family Willows is a .01% general partner. The financial statements include the accounts of Families in Transition, Inc. and the investments in Brick Mill and Brick Mill II, Tricorner, Bicentennial Family Concord, Family Mill, Family Willows and Family OutFITters on the cost basis of accounting.

The Partnerships are considered variable interest entities and are consolidated in the financial statements of Families in Transition, Inc. as required by (EITF) 04-5.

In October, 2002, the subsidiary entity, Family OutFITters, LLC was created with Families in Transition as its sole member. Family OutFITters, LLC operates as an independent thrift store with the sole purpose of being an alternate funding stream for Families in Transition. In 2012, Family OutFITters operated a thrift store in Manchester, NH and a boutique in Concord, NH. As the financial statements of Family OutFITters, LLC, were not audited for fiscal year ending December 31, 2012 and December 31, 2011, management has decided to omit the financial position of Family OutFITters, LLC as of December 31, 2012 and December 31, 2011 and its statements of activities, functional expenses, and cash flows from these consolidated financial statements.

In 2011, Families in Transition purchased a property at 20 South Main Street, Concord, NH. This property serves as the new location for the Family Outfitters Concord boutique and also includes tenant-leased office space and two apartments.

Housing Benefits, Inc., incorporated in 2008 as a non-stock, non-profit corporation under New Hampshire law, currently serves as the property acquisition and renovation arm of Families in Transition. The corporation identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness.

The partnership of Millyard Families Limited Partnership (Millyard I LP) dissolved on August 15, 2012. For this reason, activity shown is partial year. This dissolution was granted at the request of the limited partner to exit the partnership and to dispose of the property. The newly formed entity, Millyard I, was then acquired by Housing Benefits, Inc.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**DECEMBER 31, 2012**

**NOTE C – INVESTMENT IN RELATED ENTITIES**

Investment in related entities is comprised of the following:

Brick Mill House Families, Inc.	79%	\$ 65,275
Brick Mill House Families II, Inc.	100%	0
Tricorner	21%	1,000
Family OutFITters, LLC	100%	1,000
Bicentennial Family Concord, Inc.	100%	340,000
Second Street Family Mill, Inc.	100%	788,972
Big Shady Tree, Inc.	100%	<u>100</u>
		<u>\$ 1,196,347</u>

The Entity's 100% interest in Brick Mill House Families II, Inc. is carried at no value in the financial statements because management does not believe that future benefits will exceed future expenditures relating to the entity. (See Note B regarding principles of consolidation). Investments in related entities are eliminated in the consolidated financial statements.

**NOTE D – PROPERTY, PLANT, EQUIPMENT AND DEPRECIATION**

	Useful Lives	Families	Properties	2012 Total	2011 Total
Furniture and fixtures	5 years	\$203,072	\$184,189	\$ 387,261	\$ 379,121
Equipment	5 years	277,665	131,917	409,582	363,128
Vehicles	5 years	178,444	-0-	178,444	128,559
Land			2,707,082	2,707,082	2,705,697
Buildings and improvements	30 years	<u>2,502,470</u>	<u>23,218,124</u>	<u>25,720,594</u>	<u>25,323,620</u>
Total		3,161,651	26,241,312	29,402,963	28,900,125
Less accumulated depreciation		<u>(796,933)</u>	<u>(3,849,819)</u>	<u>(4,646,752)</u>	<u>(4,390,358)</u>
Book value, net		<u>\$2,364,718</u>	<u>\$22,391,493</u>	<u>\$24,756,211</u>	<u>\$24,509,767</u>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE E- RELATED PARTY NOTES RECEIVABLE**

Long-term receivables consist of notes due from related parties; Millyard Families I, Bicentennial Families Concord Limited Partnership, Family Bridge Limited Partnership and Family Willows Limited Partnership. These notes are eliminated in consolidation:

A mortgage receivable of \$400,000, secured by real property. The note bears simple interest at 7.03% per annum, maturing in May 2026. Interest only payments are to be paid monthly to the extent of fifty (50%) percent of net positive cash flow on Millyard I financials. Accrued interest receivable at December 31, 2012 was \$161,899.	<b>\$ 400,000</b>
An unsecured, promissory note of \$400,799, due from Family Bridge LP. The note bears simple interest at 5.21% per annum, maturing in August 2034. No interest was paid in 2012. Accrued interest receivable at December 31, 2012 was \$123,551.	<b>400,799</b>
A promissory note of \$400,000, secured by real estate, due from Family Willows Limited partnership. The note bears interest at 5.21%. Payment of principal and interest is deferred until June 29, 2036. Accrued interest at December 31, 2012, was \$139,869.	<b>400,000</b>
A mortgage receivable of \$275,000, secured by real property, due from Bicentennial Concord. The note bears simple interest at 4.79% per annum, maturing in May 2033. Payments are applied first to interest due and then to principal. The balance of principal due shall be paid in 2033. No interest payments were received in 2012. Accrued interest receivable at December 31, 2012, was \$110,073.	<b>275,000</b>
A promissory note of 250,000, secured by real estate, due from Family Willows Limited Partnership. The note bears interest at 5.15%. Payment of principal and interest is deferred until June 29, 2037. Accrued interest at December 31, 2012, was \$65,855.	<b><u>250,000</u></b>
<b>Total long-term portion</b>	<b><u><u>\$ 1,725,799</u></u></b>

The following is a summary of maturities due on long term receivables as of December 31, 2012:

<u>Year Ended</u> <u>December 31</u>	<u>Amount</u>
2013	\$ 0
2014	0
2015	0
2016	0
2017	0
Thereafter	<u>1,725,799</u>
<b>Total</b>	<b><u><u>\$1,725,799</u></u></b>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE F- LONG TERM DEBT**

Long term debt consists of the following:

<p>A mortgage loan payable to New Hampshire Housing Finance Authority in monthly payments of \$680, including interest at 1% and an escrow of \$289. The note is secured by real estate located on Amherst Street, Manchester, NH. The loan is due and payable in full in January, 2033.</p>	<p><b>\$ 74,376</b></p>
<p>A note payable to New Hampshire Housing Finance Authority. The note is non-interest bearing and is secured by real estate located on Amherst St. The loan is due and payable upon sale or refinancing of the property or in June 2042.</p>	<p><b>123,249</b></p>
<p>A mortgage loan payable to St. Mary's Bank in monthly payments of \$989.50, including interest at 6.25%. The note is secured by real estate on Spruce Street, Manchester, NH and is due and payable in full in February, 2019.</p>	<p><b>139,741</b></p>
<p>3 vehicle loans payable to a dealership in monthly payments of \$206 per loan at 6.99% annual interest rate. The loans are due and payable in July, 2013.</p>	<p><b>4,280</b></p>
<p>A vehicle loan on an activity bus payable to New Hampshire Health and Education Facilities Authority in monthly payments of \$524.78 at 1% annual interest rate. The loan is due and payable in February, 2017.</p>	<p><b>25,689</b></p>
<p>A mortgage note, secured by real estate at Beech Street payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 7.1% and principal. The loan is due and payable in full in November, 2023.</p>	<p><b>117,608</b></p>
<p>A mortgage note, secured by real estate on Douglas St., payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 4.93% and principal. The loan is due and payable in full in April, 2024.</p>	<p><b>264,855</b></p>
<p>Note payable to the City of Manchester, NH, payable in annual installments of \$1,977 at 0% interest. The loan is due and payable in full in October, 2014.</p>	<p><b>3,955</b></p>
<p>A mortgage note payable from Bicentennial Families Concord Limited Partnership, to the New Hampshire Housing Finance Authority, secured by real estate and personal property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.</p>	<p><b>175,021</b></p>
<p>A promissory note payable from Bicentennial Families Concord Limited Partnership to the New Hampshire Housing Finance Authority. The note is non-interest bearing and is secured by real estate and various financing instruments. The loan is due and payable in May 2034.</p>	<p><b>102,325</b></p>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2012

NOTE F- LONG TERM DEBT (CONTINUED)

A promissory note from Bicentennial Families Concord Limited Partnership to the New Hampshire Housing Finance Authority. The note is non-interest bearing and is secured by real estate and various financing instruments. The loan is due and payable in May 2033.	337,720
A promissory note payable from Bicentennial Families Concord Limited Partnership to Merrimack County. The note is non-interest bearing and is secured by real estate and various financing instruments. All unpaid amounts are due and payable in full May 27, 2033.	260,000
A mortgage note payable from Millyard Families II Limited Partnership to the New Hampshire Housing Finance Authority. The note is secured by real estate and various financing instruments. The loan is due and payable upon sale or refinancing of the property or in May 2031. This loan is non-recourse.	462,309
A mortgage note payable from Millyard Families II Limited Partnership to the New Hampshire Housing Finance Authority. The note is secured by real estate and personal property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	290,630
A mortgage note payable from Millyard Families II Limited Partnership to the City of Manchester, secured by the real estate and various financing instruments. All unpaid amounts are due and payable in full on August 1, 2031. This note is non-recourse.	227,521
A mortgage note payable from Millyard Families II Limited Partnership to the New Hampshire Community Loan Fund, Inc., secured by real estate. All unpaid amounts are due and payable in full on December 31, 2031. This note is non-recourse.	250,000
A mortgage note payable from Millyard Families I to the City of Manchester Community Improvement Program. The note is non-interest bearing and is due and payable in January 2027.	230,000
A note payable from Millyard Families I to the New Hampshire Community Loan Fund secured by real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	116,285
A mortgage note payable from Family Bridge Limited Partnership to New Hampshire Housing Finance Authority secured by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	850,000
A promissory note from Family Bridge Limited Partnership payable to TD Bank, N.A. Monthly payments of \$3,953 include principal and interest at 7.71%. The loan is payable in full in October 27, 2023.	501,084

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2012

**NOTE F- LONG TERM DEBT (CONTINUED)**

A promissory note payable from Family Bridge Limited Partnership to the City of Manchester. The note is non-interest bearing and all outstanding principal is due by October 1, 2034. The note is secured by real estate and is non-recourse.	<b>600,000</b>
A mortgage note payable from Family Willows Limited Partnership to the New Hampshire Housing Finance Authority, secured by real estate and personal property. The note is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	<b>598,957</b>
A promissory note payable from Family Willows Limited Partnership to the City of Manchester. The note is non-interest bearing and has an annual payment of \$9,091 payable on October 1 each year. All outstanding principal is due by October 2029. The note is secured by real estate and is non-recourse.	<b>154,545</b>
A promissory note payable from Family Willows Limited Partnership to RBS Citizens Bank. Monthly payments of principal and interest (currently at 3.25%) of \$2,207 are due until October 14, 2033 when all outstanding principal and interest must be paid. The note is secured by real estate and is guaranteed by Families in Transition.	<b>336,191</b>
A mortgage note payable from School/Third Street to the New Hampshire Housing Finance Authority, secured by real estate and personal property. Monthly payments of \$2,774, include principal and interest at 8% per annum. The note is due April 1, 2021.	<b>200,540</b>
A mortgage note payable from School/Third Street to New Hampshire Community Loan Fund. The note is non-interest bearing. Monthly payments of \$2,774 will commence in April 2021 and continue until maturity in September, 2039.	<b>617,613</b>
A non-interest bearing mortgage note payable from Belmont Street Family Housing to the New Hampshire Housing Finance Authority, secured by real estate and personal property. The note will be paid annually in amounts equal to 50% of surplus cash and must be paid in full by December, 2040.	<b>433,000</b>
A privately-financed mortgage note secured by property located at South Main Street in Concord, NH. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The note will be paid in full in September 2031.	<b>417,878</b>
A non-interest bearing mortgage note payable from Lowell Street to the New Hampshire Housing Finance Authority, secured by real estate and personal property. The note will be paid annually in amounts equal to 50% of surplus cash. The loan is due and payable in August, 2040.	<b>78,681</b>
A non-interest bearing mortgage note payable from Lowell Street to the City of Manchester. Annual payments equal to the greater of 25% of new cash flow or \$4,000 commenced in October 2012 and will continue until the maturity date in June 2041.	<b>198,049</b>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2012

**NOTE F- LONG TERM DEBT (CONTINUED)**

A non-interest promissory note payable from Lowell Street to the New Hampshire Housing Finance Authority secured by a mortgage and security agreement. The note will be forgiven 1/15th per year over the LIHTC compliance period. A total of \$131,267 in income was recognized during 2012. The loan is due and payable in August, 2040.

**1,772,099**

A promissory note payable from Dover Housing Project to New Hampshire Housing Finance Authority. The note bears no interest and is secured by a mortgage and security agreement. The note will be paid annually from surplus cash and must be paid in full by June 2028.

225,000

Total long-term debt

**\$10,189,201**

Less current maturities

121,296

Total long-term debt per Consolidated Statement of Financial Statements

**\$10,067,905**

Total long-term debt

**\$10,189,201**

Total related party long-term debt (see Note E)

**\$ 1,725,799**

Total interorganization long-term debt

**\$11,915,000**

The aggregate maturities of long term debt are a follows:

<u>Year Ending</u> <u>December 31</u>	<u>Amount</u>
2013	\$ 121,296
2014	122,678
2015	126,734
2016	131,988
2017	134,169
Thereafter	<u>9,552,336</u>
<b>Total</b>	<u><b>\$10,189,201</b></u>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE G – OPERATING LEASES**

The Entity rents corporate office space located at 106 Market and 122 Market Streets in Manchester, New Hampshire under tenant-at-will arrangements. The rent payments to Millyard I for 106 Market Street were \$300 per month. The rent payments to Millyard II for 122 Market Street were \$500 per month. Office space is also maintained at the Concord Bicentennial location at a rate of \$527.50 per month. The Entity incurred a total of \$15,930 in rent expense of its office space in 2012.

**NOTE H – CONTINGENCIES**

The Entity participates in a number of federally assisted grant programs. These programs are subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of additional expenses which may be disallowed by the granting agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

**NOTE I – GRANT REVENUE**

The Entity's primary sources of support are fees and grants received from the federal government, the State of New Hampshire, and local foundations. The recognized revenue from grants for the year ended December 31, 2012 was \$1,963,816 (or 45.5% of total revenue). The various grant agreements are awarded on an annual basis or bi-annual basis. Revenue is recognized as earned under the terms of the contract and is received on a cost reimbursement basis. Other support originates as rental income, property management fees, public support and miscellaneous sources.

**NOTE J – FAIR VALUE OF FINANCIAL INSTRUMENTS**

The Entity's financial instruments, none of which are held for trading purposes, include cash, investments, accounts payable, accounts receivable and notes receivable. The Entity estimates that the fair value of all financial instruments at December 31, 2012, does not materially differ from the aggregated carrying values of its financial instruments recorded in the accompanying statements of financial position.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE K – TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are available for the following specific services:

The Family Place	\$ 5,018
Research and training	40,000
Lowell Street	12,932
Manchester Emergency Housing	13,700
Scholarships and tutoring	12,595
VISTA program	71,992
Dover Housing Program	20,000
Direct care for clients	16,570
Grant receivable-time restricted	<u>25,000</u>
	<u>\$ 217,807</u>

**NOTE L – RETIREMENT PLAN**

The Entity has a tax deferred retirement plan which is available to all full-time employees. All employees are eligible to participate and are fully vested with the first contribution. The Entity matches contributions at 100% up to 3% of compensation. In calendar year 2012 the Entity contributed \$33,257 as its employer match expenses. At December 31, 2012, twenty-eight employees were participating in the plan.

**NOTE M – HOUSING ACTION NEW HAMPSHIRE**

In 2011, Families in Transition entered into a Fiscal Sponsorship Agreement with Housing Action New Hampshire (HANH), an unincorporated association. Authority to manage the programmatic activities of HANH is vested solely in HANH. Families in Transition maintains the books and financial records for HANH in accordance with generally accepted accounting principles. HANH is presented in the Families in Transition financial statements as a "funds held as fiscal agent" liability with the corresponding cash balance.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE N – MINORITY INTEREST**

Minority interest, as shown on the Statement of Financial Position, represents investments by Limited Partners in the properties according to the following schedule:

<u>Limited Partner</u>	<u>Property</u>	<u>Minority Interest</u>
Community Capital 2000	Millyard Families II	\$ 1,159,663
NH Housing Equity Fund	Bicentennial Families	440,412
JP Morgan Chase	Bicentennial Families	440,498
BCCC, Inc.	Family Bridge	10
Boston Capital Corporate	Family Bridge	2,056,161
BCCC, Inc	Family Willows	10
Boston Capital Midway	Family Willows	2,556,022
		<u>\$ 6,652,776</u>

**NOTE O – Line of Credit**

In 2005, the Entity obtained a line of credit of \$100,000 with a financial institution. This line of credit matured on May 31, 2006 has been renewed annually each year since. During the term of agreement, the interest rate on any outstanding principal balance shall be equal to the Base Rate, as defined by the financial institution, with a floor of 4.00%.

As of December 31, 2012, the outstanding balance of the line of credit was \$-0- and the interest rate was 4.00%.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2012

**NOTE P – Significant Concentrations of Credit Risk**

The Entity maintains its cash balances in two financial institutions. The balances are insured by the Federal Deposit Insurance Corporation up to a combined total of \$250,000 per financial institution as of December 31, 2012. The bank balances may, at times, materially exceed federally insured limits. The Entity has not experienced any losses on such accounts. The Entity's uninsured cash balance was \$149,351 as of December 31, 2012.

**NOTE Q – RELATED ENTITIES DISCLOSURE**

Manchester Emergency Housing, Inc., a FIT-owned 501(c)3, presented the following financials at fiscal year-end, 6/30/12:

**ASSETS:**

Cash, savings and investments	\$ 6,969
Land and Buildings	\$ 56,836
<b>Total Assets:</b>	<b><u>\$ 63,805</u></b>

**LIABILITIES:**

Current Liabilities	\$ 6,488
Total Equity	\$ 57,317
<b>Total Liabilities &amp; Equity</b>	<b><u>\$ 63,805</u></b>

**Total Revenues:** \$175,342

**Total Expenses:** \$186,486

**Net Loss at 6/30/12:** (\$11,144)

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE R – RELATED ENTITIES DISCLOSURE (continued)**

The New Hampshire Coalition to End Homelessness a FIT-owned 501(c)3, presented the following financials at fiscal year-end, 6/30/12:

**ASSETS:**

Cash, savings and investments	\$ 10,774
Other Assets	<u>\$ 2,143</u>
<b>Total Assets:</b>	<b><u>\$ 12,917</u></b>

**LIABILITIES:**

Current Liabilities	\$ 4,726
Total Equity	<u>\$ 8,191</u>
<b>Total Liabilities &amp; Equity</b>	<b><u>\$ 6,894</u></b>

**Total Revenues:** \$ 6,323

**Total Expenses:** \$ 864

**Net Income at 6/30/12:** \$ 7,187

**NOTE S -- RESTATEMENT OF NET ASSETS**

Family OutFITters, LLC is a wholly owned subsidiary of Families in Transition, Inc. During the year ended December 31, 2012, management has decided to omit the unaudited financial information of Family OutFITters, LLC from these consolidated financial statements. As condensed comparative information is included in these consolidated financial statements, net assets have been restated as of January 1, 2011 and 2012 as follows:

	<b>2012</b>	<b>2011</b>
<b>Net assets - January 1 (as previously reported)</b>	<b>\$ 9,727,344</b>	<b>\$ 7,652,722</b>
<b>Amount of restatement due to removal of subsidiary from the consolidated financial statements</b>	<b>(127,430)</b>	<b>(109,867)</b>
<b>Net assets - January 1 as restated</b>	<b>\$ 9,599,914</b>	<b>\$ 7,542,855</b>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**DECEMBER 31, 2012**

**NOTE T – SUBSEQUENT EVENTS**

Management has evaluated subsequent events to April 5, 2013 the date that the financial statements are available to be issued and has determined that there are no transactions requiring disclosure.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**CONSOLIDATING STATEMENT OF FINANCIAL POSITION**  
**DECEMBER 31, 2012**

	ASSETS							
	Families In Transition Unrestricted	Millyard Families II	Bicentennial Families Concord	Family Bridge	Family Willows	Housing Benefits	Temporarily Restricted	
								Eliminations
			</					

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**  
**CONSOLIDATING STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED DECEMBER 31, 2012**  
(With summarized financial information for the year ended December 31, 2011)

	Families In Transition Operating	Milliyard Families	Milliyard Families II	Bicentennial Families	Family Bridge	Family Willows	Housing Benefits	Eliminations	Unrestricted Total	Temporarily Restricted	2012 Total	2011 Total
<b>REVENUE AND SUPPORT</b>												
Federal, state and other grant support	\$ 1,435,820	\$ 234,178	\$ 168,475	\$ 142,322	\$ 335,553	\$ 279,250	\$ 117,417	\$ (103,917)	\$ 1,683,498	\$ 280,318	\$ 1,963,816	\$ 3,601,616
Rental income	247,651	92,819					343,557	(19,530)	1,590,097		1,590,097	1,634,635
Thrift store sales												
Public support	114,182								114,182		114,182	157,774
Tax credit revenue	33,600								33,600		33,600	188,100
Special events	158,436								158,436		158,436	119,821
Property management fees	508,296							(508,296)				424,756
Developer fees												443,700
VISTA program revenue	94,931								94,931		94,931	70,503
Unrealized (loss) on investments	1,078								1,078		1,078	(342)
Realized loss on assets		(1,088)		(421)	(2,570)	(1,695)		(5,998)	(5,998)		(5,998)	(2,912)
Interest income	97,133	3			507	70	3	(67,770)	29,946		29,946	1,993
In kind donations	25,585								25,585		25,585	29,693
Other income	206,922	800	3,801	22,157	14,160	11,033	143,621	(60,176)	342,318		342,318	104,756
Contribution from Milliyard 1 LP							445,108	(445,108)				
Net assets released from restrictions	590,099								590,099	(590,099)		
<b>TOTAL REVENUE AND SUPPORT</b>	<b>3,513,733</b>	<b>326,712</b>	<b>172,052</b>	<b>164,058</b>	<b>347,650</b>	<b>288,658</b>	<b>1,049,706</b>	<b>(1,204,797)</b>	<b>4,657,772</b>	<b>(309,781)</b>	<b>4,347,991</b>	<b>6,774,093</b>
<b>EXPENSES</b>												
Program expenses	2,766,455	107,417	315,114	249,734	504,594	428,599	609,631	(759,689)	4,221,855		4,221,855	4,118,752
Distribution to Milliyard 1 LP		445,108						(445,108)				
Fund-raising	426,802								426,802		426,802	272,390
Management and General	296,676								296,676		296,676	669,442
<b>TOTAL EXPENSES</b>	<b>3,489,933</b>	<b>552,525</b>	<b>315,114</b>	<b>249,734</b>	<b>504,594</b>	<b>428,599</b>	<b>609,631</b>	<b>(1,204,797)</b>	<b>4,945,333</b>		<b>4,945,333</b>	<b>5,060,584</b>
<b>CHANGE IN NET ASSETS</b>												
BEFORE MINORITY INTEREST	23,800	(225,813)	(143,062)	(85,676)	(156,944)	(139,941)	440,075		(287,561)	(309,781)	(597,342)	1,713,509
Minority interest		(147,479)	(143,048)	(85,667)	(156,928)	(125,919)	440,075		(659,041)		(659,041)	(343,550)
<b>CHANGE IN NET ASSETS</b>	<b>23,800</b>	<b>(78,334)</b>	<b>(14)</b>	<b>(9)</b>	<b>(16)</b>	<b>(14,022)</b>	<b>440,075</b>	<b>-</b>	<b>371,480</b>	<b>(309,781)</b>	<b>61,699</b>	<b>2,057,059</b>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES  
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2012

(With summarized financial information for the year ended December 31, 2011)

	Families In Transition Operating	Millyard Families	Millyard Families II	Bicentennial Families	Family Bridge	Family Widows	Housing Benefits	Eliminations	Program Total	Fund- Raising	Management and General	2012 Total	2011 Total
<b>EMPLOYEE COMPENSATION</b>													
Wages	\$ 1,266,830								\$ 1,266,830	\$ 256,790	\$ 188,313	\$ 1,711,933	\$ 1,689,901
Temporary labor													
Employee benefits	138,760	6,173	23,785	10,038	52,921	-	1,053	3,451	138,760	28,127	20,626	187,513	189,278
Payroll taxes	107,470		1,304	780	1,961	3,197	6,524	13,766	107,470	21,785	15,975	145,230	140,681
<b>TOTAL WAGES AND RELATED EXPENSES</b>	<b>1,513,060</b>							<b>1,513,060</b>	<b>306,702</b>	<b>224,914</b>	<b>2,044,676</b>	<b>2,019,860</b>	
Advertising	2,398							3,451		486	357	4,294	5,761
Administrative								45,485				45,485	201,589
Amortization								13,766				13,766	
Bank charges											3,072	3,072	2,929
Clothing and participant expenses	56,337							56,337				56,337	49,076
Consultants	8,877							8,877	1,799		1,320	11,996	101,940
Daycare and rental subsidies	142,643							142,643				142,643	183,956
Depreciation	108,467	26,958	94,859	81,368	172,482	119,877	164,717	768,728	21,986	16,123	806,837	714,521	
Development expenses													8,846
Events										26,431		26,431	32,085
General								166,343				166,343	221,445
General insurance	33,215	2,844	31,308	38,923	52,615	40,861	2,636	62,759	6,733	4,937	74,429	44,344	
Interest expense	65,299							102,197				102,197	46,633
Interest mortgage	19,406							105,738				105,738	101,012
Management fees	100,320							35,049				35,049	119,119
Meals and entertainment	5,187							5,187	1,052	771	7,010	5,228	
Membership dues and subscriptions	5,908							5,908	1,198	878	7,984	6,469	
Office supplies and expense	40,786							40,786	8,268	6,063	55,117	54,349	
Postage	4,762							4,762	965	708	6,435	4,136	
Printing	13,728							13,728	2,783	2,041	18,552	4,606	
Professional fees	26,938							53,833	5,460	4,004	63,297	41,786	
Related entity expenditures	171,710												
Rent	15,930												
Repairs and maintenance	63,670	7,842	79,595	44,472	87,468	89,795	113,598	300,020	12,906	9,464	322,390	405,894	
Staff development and supervision	12,837							12,837	2,602	1,908	17,347	44,046	
Subrecipient grants	648							648			648	23,274	
Taxes	31,667	8,302						119,967			119,967	31,943	
Technology support	45,170							45,170	9,156	6,714	61,040	72,031	
Telephone	35,440							37,185	7,184	5,268	49,637	48,198	
Travel and vehicle	24,644							24,644	4,995	3,663	33,302	36,652	
Utilities	42,417	14,987	47,341	35,528	76,644	51,668	69,765	338,350			338,350	327,769	
VISTA program	164,322							164,322			164,322	70,848	
Workers' compensation In Kind	30,075							30,075	6,096	4,471	40,642	27,979	
<b>TOTAL EXPENSES</b>	<b>\$ 2,766,455</b>	<b>\$ 107,417</b>	<b>\$ 315,114</b>	<b>\$ 249,734</b>	<b>\$ 504,594</b>	<b>\$ 428,599</b>	<b>\$ 609,631</b>	<b>\$ (759,689)</b>	<b>\$ 4,221,855</b>	<b>\$ 426,802</b>	<b>\$ 296,676</b>	<b>\$ 4,945,333</b>	<b>\$ 5,060,584</b>

FAMILIES IN TRANSITION, INC.

STATEMENT OF FINANCIAL POSITION  
(Not including subsidiaries)

DECEMBER 31, 2012

(With summarized financial information for the year ended December 31, 2011)

	<u>ASSETS</u>			
	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>2012 TOTAL</u>	<u>TOTAL</u>
<b>CURRENT ASSETS</b>				
Cash and cash equivalents	\$ 314,991	\$ 217,807	\$ 532,798	\$ 1,026,481
Accounts receivable	110,349		110,349	308,404
Grants receivable	108,980		108,980	124,213
Prepaid expenses	16,409		16,409	15,155
Accrued interest receivable on related party note	601,247		601,247	505,357
Reserve cash designated for properties	34,407		34,407	65,219
Due from related party	162,149		162,149	75,206
Other assets			-	1,000
<b>TOTAL CURRENT ASSETS</b>	<u>1,348,532</u>	<u>217,807</u>	<u>1,566,339</u>	<u>2,121,035</u>
<b>NON CURRENT ASSETS</b>				
Related party notes receivable	1,725,799		1,725,799	1,725,799
Investments	4,656		4,656	3,578
Investment in related entities	1,196,347		1,196,347	1,196,347
Land, buildings and equipment - net	2,364,718		2,364,718	2,101,755
<b>TOTAL NON CURRENT ASSETS</b>	<u>5,291,520</u>		<u>5,291,520</u>	<u>5,027,479</u>
<b>TOTAL ASSETS</b>	<u>\$ 6,640,052</u>	<u>\$ 217,807</u>	<u>\$ 6,857,859</u>	<u>\$ 7,148,514</u>
	<u>LIABILITIES AND NET ASSETS</u>			
<b>CURRENT LIABILITIES</b>				
Current portion of long-term debt	\$ 46,453	\$	\$ 46,453	\$ 40,240
Accounts payable	51,433		51,433	78,173
Accrued expenses	83,937		83,937	149,313
Funds held as fiscal agent	66,506		66,506	74,626
Due to related party	61,209		61,209	78,840
Deferred revenue	293		293	719
Security deposits	8,924		8,924	4,281
<b>TOTAL CURRENT LIABILITIES</b>	<u>318,755</u>		<u>318,755</u>	<u>426,192</u>
<b>NONCURRENT LIABILITIES</b>				
Long-term debt, less current portion	1,125,178		1,125,178	1,022,415
<b>TOTAL LIABILITIES</b>	<u>1,443,933</u>		<u>1,443,933</u>	<u>1,448,607</u>
<b>NET ASSETS</b>				
Unrestricted	5,196,119		5,196,119	5,172,319
Temporarily restricted		217,807	217,807	527,588
<b>TOTAL NET ASSETS</b>	<u>5,196,119</u>	<u>217,807</u>	<u>5,413,926</u>	<u>5,699,907</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 6,640,052</u>	<u>\$ 217,807</u>	<u>\$ 6,857,859</u>	<u>\$ 7,148,514</u>

FAMILIES IN TRANSITION, INC.

STATEMENT OF ACTIVITIES  
(Not including subsidiaries)

For The Year Ended December 31, 2012

(With summarized financial information for the year ended December 31, 2011)

	<u>UNRESTRICTED</u>	<u>TEMPORARILY RESTRICTED</u>	<u>2012 TOTAL</u>	<u>2011 TOTAL</u>
<b>REVENUE AND SUPPORT</b>				
Federal, state and other grant support	\$ 1,435,820	\$ 280,318	\$ 1,716,138	\$ 2,039,900
Rental income	247,651		247,651	249,857
Public support	114,182		114,182	157,774
Tax credit revenue	33,600		33,600	188,100
Special events	158,436		158,436	119,821
Property management fees	508,296		508,296	463,528
Developer fees	-		-	443,700
Program service revenue	94,931		94,931	70,503
Unrealized (loss) gain on investments	1,078		1,078	(342)
(Loss) on asset disposal	-		-	(2,912)
Interest income	97,133		97,133	97,549
In kind donations	25,585		25,585	29,693
Other income	206,922		206,922	126,752
Net assets released from restriction	590,099	(590,099)		
	<u>3,513,733</u>	<u>(309,781)</u>	<u>3,203,952</u>	<u>3,983,923</u>
<b>EXPENSES</b>				
Program expenses	2,766,455		2,766,455	2,452,764
Fund-raising	426,802		426,802	272,390
Management and General	296,676		296,676	669,442
TOTAL EXPENSES	<u>3,489,933</u>		<u>3,489,933</u>	<u>3,394,596</u>
INCREASE (DECREASE) IN NET ASSETS	23,800	(309,781)	(285,981)	589,327
NET ASSETS - BEGINNING OF YEAR	<u>5,172,319</u>	<u>527,588</u>	<u>5,699,907</u>	<u>5,110,580</u>
NET ASSETS - END OF YEAR	<u>\$ 5,196,119</u>	<u>\$ 217,807</u>	<u>\$ 5,413,926</u>	<u>\$ 5,699,907</u>



Families  
in Transition

## ***Board of Directors***

### **Karyn O'Neil, Chair**

Senior Vice President, Citizens Bank  
249 W. Haven Road, Manchester, NH 03104  
[Karyn.ONeil@rbscitizens.com](mailto:Karyn.ONeil@rbscitizens.com)  
Phone: 603-634-7441  
Board member since 2003

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Controller  
St. Paul's School  
325 Pleasant Street, Concord, NH 03301  
[dbrann@sps.edu](mailto:dbrann@sps.edu)  
Telephone: 603-229-4737  
Board member since 2011

### **Sedra Michaelson,**

Strategic Account Manager, CCH, a Wolters  
Kluwer business  
15 Cortland Drive, Bedford, NH 03110  
[smichael@cch.com](mailto:smichael@cch.com)  
Phone: 603-321-6215  
Board member since 2003

### **Dick Anagnost**

President Anagnost Investments  
1662 Elm Street., Manchester, NH 03101  
[dick@anagnost.com](mailto:dick@anagnost.com)  
Phone: 603-669-6194  
Board member since 2007

### **Rev. Gayle Murphy**

Northwood Congregational Church, UCC  
113 School Street, Concord, NH 03301  
[ncc@myfairpoint.net](mailto:ncc@myfairpoint.net)  
Phone: 603-942-0209  
Board member since 2008

### **Graham Chynoweth**

Dynamic Network Services, Inc.,  
Chief Operating Officer  
1230 Elm Street, 5<sup>th</sup> floor  
Manchester, NH 03101  
[gchynoweth@dyn.com](mailto:gchynoweth@dyn.com)  
Phone: 603-296-1515  
Board member since 2009

### **Susan Grodman, Vice Chair**

The Derryfield School, Director of Service & Global  
Education  
2108 River Road, Manchester, NH 03104  
[sgrodman@derryfield.org](mailto:sgrodman@derryfield.org)  
Phone: 603-540-0860  
Board member since 2007

### **Trevor Arp, Secretary**

Comcast, VP of Product Management  
86 Godfrey Lane, Fremont, NH 03044  
[Trevor\\_Arp@cable.comcast.com](mailto:Trevor_Arp@cable.comcast.com)  
Phone: 603-244-2209  
Board member since 2008

### **Joan Reische**

Retired Professional Baker  
[REDACTED]  
[REDACTED]  
Phone: 603-622-8540  
Board member since 1998

### **Judy Bergeron**

President, MTS Services  
13 Delta Drive, Suite 7, Londonderry, NH 03053  
[Jbergeron@mtsservices.com](mailto:Jbergeron@mtsservices.com)  
Phone: 603-674-5955  
Board member since 2005

### **Theresa Dolloff**

Retired Marketing Professional  
81 Riverwalk Way, Manchester, NH 03101  
[REDACTED]  
[REDACTED]  
Board member since 2007

### **David Donohue**

D Two Communications, Principal  
23 Whitehall Terrace, Hooksett, NH 03106  
[david@dtwo.biz](mailto:david@dtwo.biz)  
Phone: 603-296-5629  
Board member since 2009

**Eric Demaree**

CCA Global Partners  
President Carpet One Floor & Home Division  
670 No. Commercial St. Manchester, NH 03101  
[edemaree@ccaglobal.com](mailto:edemaree@ccaglobal.com)

[REDACTED]  
Board member since 2012

**Charla Stevens**

McLane, Graf, Raulerson & Middleton Esquire  
900 Elm Street  
Manchester, NH 03105  
[Charla.stevens@mclane.com](mailto:Charla.stevens@mclane.com)  
603-628-1363

Board member since 2013

**Stephanie Sledjeski**

Lincoln Financial Group, Asst Vice President  
2 Karolina Lane, Bedford, NH 03110

[REDACTED]  
Board member since 2010

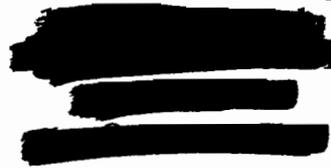
**Margaret "Missy" Fulton**

Assistant Commissioner  
N H Department of Revenue Administration  
109 Pleasant Street  
Concord, NH 03302  
[mfulton@rev.state.nh.us](mailto:mfulton@rev.state.nh.us)  
603-490-3606

Board member since 2012

As of May 2013

## Maureen Ann Beauregard



### Professional Experience

**November 1991 to Present:** Families in Transition, 122 Market Street, Manchester, NH 03101.

1995-Present. President, Families in Transition. Developed a Board of Directors and established Families in Transition as a private nonprofit agency in 1995. Responsible for grant writing, fundraising, facility development, oversight of agency personnel, program development, day to day operations, reporting to state and federal agencies and public relations.

- 2003to Present: Development and Implementation of 33 units permanent affordable housing in Manchester.
- 2001-2003: Development of Families in Transition – Concord, 16 units of affordable housing with 6 designated for homeless women with a disability and 10 designated for transitional housing for homeless women and their children.
- 2001 to Present: Development of Families in Transition’s social entrepreneurship, Family OutFITters thrift store and Employment Training Program.
- 1998 – 2001: Development of Millyard II Transitional Housing Program with 19 apartments and 1 interim unit for 3 families.
- 1995 – 1997: Development of Millyard I Transitional Housing Program with 12 apartments for homeless women with children.
- 1994 – 1995: Development of steering committee to form the Board of Directors for Families in Transition and Families in Transition becomes and independent 501 © (3)

1991- 1994 New Hampshire Community Loan Fund. Program Director. Designed and implemented transitional housing programs for the homeless women with and without children.

- 1993 – 1994: Development and implementation of Community Program providing supportive services to 14 homeless women and their children and assisting them in attaining and maintaining housing.
- 1992 – 1993: Development and implementation of Amherst Street Transitional Housing Program for 9 homeless single women.
- 1991 – 1992: Development and implementation of Spruce Street Transitional Housing Program for 5 homeless women and their children.

**November 1989-March 1991:** Child Protective Service Worker II for the Division for Children and Youth Services, 30 Maplewood Avenue, Portsmouth, NH. Advocated for abused and neglected children in court, established support network (fostercare, visitation, and counseling) to help in the abuse/neglect recovery process.

**November 1988-November 1989:** Substance Abuse Counselor for Team Coordinating Agency, Phoenix East, Haverhill, MA. Counseled clients, aided and found resources

(AA/NA meetings, employment, education, and counseling) for residents in halfway house for alcoholic/addicts, age 16-25. Conducted weekly support group.

### **Education**

Bachelor of Science degree from the University of New Hampshire, College of Life Science and Agriculture. Area of study: Family Studies.

### **Professional Affiliations and Honors**

- **1998 to 2004** – Northern New England Housing Investment Fund. Member of Board of Directors.
- **1998 to 2004** – Northern New England Equity Fund. Member Board of Directors and Investment Committee
- **2004:** New Hampshire Business Review, Business Excellence Awards 2004, Maureen Beauregard for Excellence in Non-Profit
- **2004:** The Walter J. Dunfey Awards for Excellence in Management awarded to Families in Transition
- **2003:** YWCA Susan B. Anthony Award, Woman of the Year
- **2003:** New Hampshire Housing Finance Authority Annual Conference: Maureen Beauregard and Families in Transition recognized as Best Practice for Development of Affordable Housing in New Hampshire.
- **2002:** Great Bay Foundation: \$150,000 grant award for the development and implementation of social entrepreneurship, Family OutFITters.
- **2002:** Citizens Bank and WMUR Channel – 9, 2003 Community Champions Award for Homelessness for New Hampshire
- **2001:** Manchester Continuum of Care Narrative submission to the U.S. Dept. of Housing & Urban Development, SuperNOFA: 1 of top 10 narratives in the country.
- **2003 to Present:** YMCA Diversity Committee
- **2003 to Present:** Intown Manchester, Economic Development Committee, Trustee
- **2003:** The Sharing Foundation, Caring for Cambodia's Children Parent Advisory Council
- **2003 to Present:** New Hampshire Interagency Council on Homelessness, member appointed by Governor Benson
- **2002 to Present:** Policy Academy for the Chronically Homeless, member
- **2002 to Present:** Great Bay Foundation, Work Group consisting of 5 leading initiatives, member
- **2001 to Present:** Manchester Task Force on Housing, member appointed by Mayor
- **1999 to Present:** Northern New England Housing Investment Fund, Investment Committee, Trustee
- **1998 to Present:** Manchester Continuum of Care, Chairperson in 1998, 2003, founding member

## Stephanie Allain Savard, LICSW



### **Licensure and Education:**

- New Hampshire Licensed Independent Clinical Social Worker, #941, April, 2000.
- Masters in Social Work, Boston University, 1996.
- Bachelor of Arts – Honors in Psychology, Keene State College, 1992.
- Associate of Science in Chemical Dependency, Keene State College, 1992.
- Boston University Workshop-Based Trauma Certificate, 2006.
- Low Income Housing Tax Credit Certified Credit Compliance Professional (C3P), 2000.

### **Professional Experience:**

*Vice-President*, Families in Transition, Manchester, NH, 1/97 – Present.

- Oversight of clinical department and all supportive services programming within agency, including case management, therapeutic services, employment & training services, youth programming and specialized programming. Oversee and manage treatment and supportive services for a program capacity of 150+ homeless families and individuals to ensure that consistent and quality clinical services are provided. Oversight of 135+ units of affordable housing to ensure quality and safe housing for all tenants.
- Provide administrative and clinical supervision to all licensed clinicians, masters and bachelor level clinician & case managers. Provide oversight to the Property Administration Department, including management of all funding requirements for each property, including Low Income Housing Tax Credits, HOME, Housing and Urban Development, CDBG, etc.
- Assumes responsibilities and decision-making for agency in the absence of the President. Assist President on personnel issues and in oversight of agency and strategic planning.
- Provide therapeutic services to participants of program, including participation in participant team meetings. Co-facilitate support groups on various issues, including self-esteem, co-dependency, Relational/Cultural Theory, trauma and relationships.
- Families in Transition Board of Directors Programs and Supportive Services Committee Member and assist in Board of Director meetings.
- Member of the Manchester Continuum of Care, 10/00 – Present; Community Awareness Committee Chair 2003/2004; 2006 – Present.

*Counselor/Family Service Worker*, NFI Midway Residential Shelter, Manchester, NH, 1993 – 1996.

- Supervised 15 adolescent males utilizing behavior management and normative culture techniques.

- Supervised all shifts and summer activity program; Conducted family assessments and counseling.

*MSW Clinical Intern, CASPAR Emergency Service Center, Cambridge, MA, 1995-1996.*

- Provided assessments, individual and group therapy to homeless substance abusers in early recovery.
- Developed a resource manual of services for client referral and assisted in creating a program brochure.

*MSW Clinical Caseworker Intern, WorkSource of Work, Inc., Quincy, MA, 1994-1995.*

- Provided case management, counseling, and crisis intervention to consumers with psychiatric disabilities in a vocational rehabilitation workshop. Developed and co-facilitated support groups.
- Developed and facilitated a pre-employment program for consumers transitioning into community work.

*VISTA Volunteer, Center for Human Services, Seattle, WA, 1992-1993.*

- Developed, recruited, and supervised a volunteer program for multiple programs and departments.
- Diversity Committee Member; Assisted in agency fundraising and grant writing; designed and marketed public relation materials; assisted in coordinating Board of Directors and chairing Board committees.

**Professional Affiliations and Volunteer Experience:**

- Lazarus House Transitional Housing Advisory Council, Lawrence, MA, 2004 - Present.
- Board of Directors of the NH Coalition to End Homelessness, 12/00 - 2002.

**Awards & Professional Memberships:**

- National Association of Social Workers, Member 1996-Present; NH Chapter Board of Directors, Vice-President 2006 – Present.
- Union Leader and Business Industry Association “40 Under 40” Leaders of New Hampshire, 2004
- NH Homeless Service Providers Award, Office of Homeless and Housing Services, 2003.

# Abbie Marie Weinstein

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## SUMMARY OF QUALIFICATIONS

A dynamic and passionate self-starter with diversified experience and strong interest in, non-profit and social service organizations, working with underserved populations and crisis intervention services.

## PROFESSIONAL EXPERIENCE

Families In Transition, Manchester, NH  
**Intake Coordinator**

Aug 2013 – Present

Bridges Domestic and Sexual Violence Support, Nashua, NH

2011-2013

*Social service agency.*

### **Crisis Intervention Advocate** (2011 - Present)

- ▲ Respond to clients in crisis. Identify problems, explore options, and support clients in making their own decisions. Offer emotional support, assistance, advocacy, referral information, and follow-up as needed.
- ▲ Document all direct service activities. Record client statistical data, including referrals if any, and maintain related agency documentation.
- ▲ Advocate with clients in the courts, police stations, hospitals, and other agencies, as determined by the client involved. Provide limited transportation to clients.
- ▲ Collaborate with other staff to enhance direct service delivery as assigned. Develop and maintain contacts with other human service providers in the greater Nashua Area. Participate in back-rotation on nights and weekends.

### **Volunteer Coordinator** (2011 - 2013)

- ▲ Work with the Direct Service Program Coordinator to enhance the direct service provision of the agency, specifically by coordinating volunteer recruitment, training and retention.
- ▲ Schedule volunteers for shifts on the support line. Organize quarterly volunteer trainings and update training curriculum as needed.
- ▲ Supervise agency volunteers, interns and per diem workers, collaborating with the Direct Service Program Coordinator and Milford Program Coordinator Recruit and interview new volunteers with the Direct Service Program Coordinator.
- ▲ Document all volunteer activities. Maintain and secure all volunteer records. Assist in developing and facilitating team-building exercises, events and meetings for volunteers.

### **Support Group Facilitator** (2011 - 2012)

- ▲ Created a safe, stable environment for group members. Planned and presented weekly educational topics based on member needs. Managed time in the group and keep members on topic.
- ▲ Collected and submitted monthly group attendance data for agency reporting.

AmeriCorps Victim Assistance Program, Bridges, Nashua, NH

2011

*National Service Program*

### **Crisis Intervention Advocate**

- ▲ Performed this role for 3 months and was subsequently hired as a permanent employee at the agency.

AmeriCorps VISTA, YWCA NH, Manchester, NH

2010-2011

*National Service Program*

### **Development Assistant**

- ▲ Developing and implementing a comprehensive public relations program to increase the visibility of YWCA programs. Send press releases and public service announcements to media outlets.
- ▲ Centralize and standardize all fliers, brochures and e-blasts for YWCA programs, events and activities.
- ▲ Crisis line volunteer advocate, work closely with advocates and group facilitators to increase attendance at support groups.
- ▲ Increased social media readership and awareness through the creation of a dedicated blog and Twitter feed, in addition to increasing Facebook followers.

Constellation NewEnergy, Boston, MA  
*A leading U.S. competitive energy supplier.*

2007-2009

**Administrative Assistant**

- ▲ Worked independently and within a team on both nonrecurring and ongoing projects for all company departments as needed. Handled multiple projects for multiple departments simultaneously.
- ▲ Assisted marketing team with development and execution of direct mail campaigns and assembly of informational packets for seminars. Created flyers for company sponsored employee events.
- ▲ Scheduled and coordinated meetings and conferences. Organized travel arrangements and department activities.

Devonshire, Boston, MA  
*Luxury rental apartments.*

2007

**Marketing Administrative Assistant**

- ▲ Designed and distributed weekly availability reports via email. Researched and created events flyers for building residents. Created flyers for broker incentive and updated rental listings on various websites.
- ▲ Handled leasing related inquiries and resident related issues. Scheduled broker tours, prospective resident apartment showings and freight elevator usage. Managed daily calendar and assembled client materials for the director of marketing.

Concord Monitor, Concord, NH  
*An award-winning daily newspaper.*

2005-2007

**Advertising Account Executive**

- ▲ Actively pitched and acquired local business advertisers and maintained database of current prospective clients. Managed current client accounts and assured that they continued to advertise.
- ▲ Worked closely with graphic artists and production team to build successful new ads and ad campaigns for clients. Coordinated exhibits at and attended trade shows. Coordinated direct mailings to inform customers of new and upcoming advertising opportunities.

**ADDITIONAL EXPERIENCE**

YWCA New Hampshire 2011, **Crisis Line Volunteer Advocate**  
HUD Point In Time Count 2011, **Volunteer**  
Manchester Kid's Marathon 2010, **Volunteer**  
Child Health Services 2010-11, **Family Literacy Program Volunteer**  
Three Acre Kitchen 2009-10, **Social Media Coordinator, Design Assistant**  
New Hampshire Film Festival 2009 & 2010, **Festival Volunteer**  
Volunteer NH 2009, **Graphic Design Volunteer**

**EDUCATION and SKILLS**

**BA in Communications**, University of Massachusetts, Amherst, MA  
Proficient in Microsoft Office Suite, Publisher and Social Media tools.  
Completed 30hrs of crisis line advocate training at the YWCA New Hampshire.  
Completed AmeriCorps Victim Assistance Program Training

Katelyn Gagnon

**Objective:**

To obtain a position within a social service agency and utilize interpersonal skills through working with the community in which they serve.

**Education:**

Keene State College  
229 Main Street  
Keene, NH 03435  
Bachelor of Arts in Psychology  
Graduated May 2011  
2007-2011

John Stark Regional High School  
618 N. Stark Highway  
Weare, NH 03281  
High School Diploma  
2003-2007

**Experience:**

Families in Transition  
122 Market Street  
Manchester, NH 03101  
603-641-9441  
February 2013- present

**Job Title:** Day time Program Aide at Manchester Emergency Housing

**Job description:** provide case management to families within the shelter and also in the housing program, general shelter oversight, screen calls for clinical hotline.

**Supervisor:** Stephanie Savard

Child and Family Services  
464 Chestnut Street  
Manchester, NH 03105  
603-518-4000  
August 2011-February 2013

**Job Title:** Parent Aide

**Job Description:** in home support services for children and families in which a case has been founded as abuse and/or neglect. Models appropriate parenting and supporting safe and healthy interactions. Travel required.

**Supervisor:** Maria Berube

Greater Manchester Family YMCA  
116 Goffstown Back Road  
Goffstown, NH 03045  
603-497-4663  
June 2012-March 2013

**Job Title:** Sports Coach

**Job Description:** Teach parent/child soccer, t-ball, and basketball classes for 3-5 year old children.

**Supervisor:** Katie Duffey

YMCA Camp Halfmoon  
May 2008-September 2011

**Job Title:** Program Director

**Job Description:** Temporary summer position, supervise six members of the program staff, organize weekly schedule, engage children in program activities, open and close camp.

**Supervisor:** Katie Duffey

**Skills:** extensive computer skills, familiar with Microsoft Office, positive attitude, quick learner, open minded and willing to learn new concepts.

First Aid and CPR certified

**Volunteer Opportunitles**

NH Lady Twisters AAU basketball  
Head Coach  
March 2013-June 2013

Assistant Coach  
March 2012-June 2012

**References:**

Lynn Gamache



Sue Dodge



Amy Malone



# Alyssa Peroni



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- Objective** To obtain a challenging position in the field of human services that utilizes my education and experience, so that I can contribute to the organization and enhance my professional skills.
- Education** Bachelor of Arts in Psychology                      Minor in Sociology – Criminal Justice  
University of Hartford, West Hartford, CT; May 2009
- Honors/  
Awards** Summa Cum Laude  
Dean's List, President's List  
Psi Chi, National Honor Society in Psychology, member
- Professional  
Experience**
- Families in Transition**, Manchester, NH    January 2013- Present  
Housing Advocate
- Provide direct case management to participants in the housing program.
  - Assist participants with maintaining housing and address issues related to homelessness.
  - Address crises as they occur, including providing backup support for calls to emergency hotline.
  - Facilitate groups and workshops for participants to attend.
- Greater Nashua Mental Health Center**, Nashua, NH    November 2010 – January 2013  
Psychiatric Rehabilitation Specialist
- Provided support, education, and outreach to a caseload of severely mentally ill adults.
  - Coordinated community support systems, resources, and services for consumers.
  - Provided crisis intervention as needed.
  - Used therapeutic techniques to assist clients with removing barriers and learning skills to improve independent functioning.
  - Completed ongoing trainings related to mental health, substance use, medications, and client care.
- Nashua Children's Home**, Nashua, NH    June 2009 – November 2010  
Assistant Residential Supervisor of the Older Girls Residence
- Provided supervision and support to employees and up to twelve residents.
  - Taught independent living and social skills through activities and programming.
  - Dispensed medications on a daily basis.
  - Used crisis prevention and intervention techniques as needed.
- Leadership  
Activities**
- McKinney Homeless Shelter**, Hartford, CT    September 2009 – December 2007  
Volunteer
- Completed 100 hours spending time with residents with mental illness, substance use and disabilities in day program and preparing meals.
- University of Hartford**, West Hartford, CT    September 2007 – December 2007  
School of Arts and Sciences, Preceptor
- Assisted professor with course content, lectures, grading, and student needs.
- University of Hartford**, West Hartford, CT    September 2005 – May 2006  
Educational Main Street, Tutor
- Worked one-on-one and in small groups with elementary school students in the community to improve reading skills.

