



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

MSJ  
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Nicholas A. Toumpas  
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9196 1-800-852-3345 Ext. 9196

Mary Ann Cooney  
 Associate Commissioner

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November 18, 2013

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

*retroactive*  
*100% Federal funds*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into a **retroactive** Agreement with Families in Transition, 122 Market Street, Manchester, NH 03101, (Vendor Number 157730-B001), to provide Emergency Solutions Grant-Rapid Re-Housing and Homeless Prevention services to homeless individuals, in an amount not to exceed \$148,542, retroactive to December 1, 2013 upon Governor and Council approval, through May 31, 2015.

Funds to support this request 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 the authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

**05-95-42-423010-7927 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	\$57,766
2015	05-95-42-423010-7927	102-500731	Contracts for program services	\$90,776
				\$148,542

**EXPLANATION**

This request is **retroactive** because delays encountered by the Department resulted in the Department missing the submission window for the November 20, 2013 Governor and Council Meeting.

Emergency Solutions Grant-Rapid Re-Housing and Homeless Prevention

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

The Request for Proposals for the new funding was issued July 15, 2013, and it was posted on the Department of Health and Human Services' website and e-mailed out to the members of the Balance of State Continuum.. It sought proposals for one project to provide the expanded eligible services in compliance with the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act regulations. A total of four (4) proposals were submitted. Following evaluation criteria of the Request for Proposals, the highest scoring project proposal was selected for funding.

An Evaluation Committee consisting of one (1) Department of Health and Human Services employee and three (3) other Human Services professionals scored the proposals. Families In Transition was selected for funding having an average score of 92 points (Scoring was based on a 105 possible points). Proposals were scored on the following criteria: The program complies with statutes, rules and contract provisions; Soundness, or practicality, of (program) approach; Staff experience and credentials Continuum of Care and Local Service Delivery Area coordination; Collaboration and demonstration of effective access and capacity to link participants to mainstream resources; Target population and activities meet ESG focus; Plan to ensure accurate and timely utilization of HMIS; The program demonstrates an understanding of, and plan to achieve, established performance measures and outcomes; The applicant clearly describes the sources to be used as match including: the specific dollar amount, specific source, and proposed use of match dollars; The detailed budget and identified leveraged resources can support the capacity of the ESG program proposed; Demonstrated need for project in community/region; and Demonstrated success in operating a similar project providing Homelessness Prevention and Rapid Re-Housing Services.

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

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

Should Governor and Executive Council determine not to approve this request, 30 households may not receive needed essential services leading to ongoing homelessness or becoming homeless. The awarded agency may not be able to fund a position causing job loss. and, the Department of Housing and Urban Development would recapture the funds awarded and place future grant agreements with Bureau of Homeless and Housing Services at risk.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

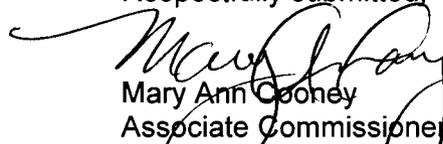
Page 3 of 3

Area served: The greater Manchester, Concord and surrounding areas

Source of funds: 100% Federal Funds, \$148,542

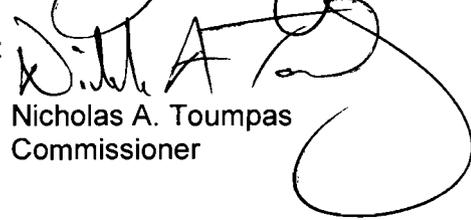
In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

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*The Department of Health and Human Services' Mission is to join communities and families  
in providing opportunities for citizens to achieve health and independence.*

A Request for Proposal for ESG 2013 (Emergency Solutions Grant) funding was issued on July 15, 2013. The Request for Proposal was posted on the Department of Health and Human Services' website and e-mailed out to the members of the Balance of State Continuum.

Organization	Average Score
Families in Transition	92.00
Community Action Partnership of Strafford County	88.50
Southwestern Community Services	88.00
Greater Nashua Mental Health Center	79.38

As a result of this RFP, four proposals were received, evaluated and scored. All proposals met or exceeded the minimum score required for funding.

Criteria for selection included: The program complies with statutes, rules and contract provisions; Soundness, or practicality, of (program) approach; Staff experience and credentials Continuum of Care and Local Service Delivery Area coordination; Collaboration and demonstration of effective access and capacity to link participants to mainstream resources; Target population and activities meet ESG focus; Plan to ensure accurate and timely utilization of HMIS; The program demonstrates an understanding of, and plan to achieve, established performance measures and outcomes; The applicant clearly describes the sources to be used as match including: the specific dollar amount, specific source, and proposed use of match dollars; The detailed budget and identified leveraged resources can support the capacity of the ESG program proposed; Demonstrated need for project in community/region; and Demonstrated success in operating a similar project providing Homelessness Prevention and Rapid Re-Housing Services.

The review committee consisted of the following individuals:

- Maya Glover, MS, Organizational Leadership, Senior Management Analyst, Office of Medicaid Business and Policy, NH Department of Health and Human Services
- Robert O'Connell, Masters of Human Service Management, Executive Director, My Friend's Place
- Jean Tewksbury, BS, Human Services and Counseling, Program Director, Friends Emergency Housing Program
- Susan Turner, BA, Social Work, Director, Rockingham County Community Resource Network c/o Families First Health and Support Center

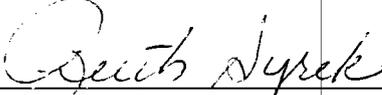
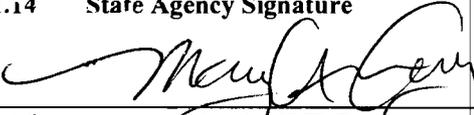
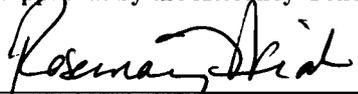
Subject: Emergency Solutions Grant - Rapid Re-Housing and Homeless Prevention Assistance

**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> 05-95-41-423010-7927	<b>1.7 Completion Date</b> May 31, 2015	<b>1.8 Price Limitation</b> \$148,542.00
<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>  Maureen Beauregard		<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>11/14/13</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>RUTH A. SYREK, Notary Public</b> My Commission Expires October 16, 2018	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b>  Ruth Syrek, Admin Asst., Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Mary Ann Conway Associate Commis.	
<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:  On: <u>11-20-13</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.

**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**

Emergency Solutions Grant - Rapid Re-Housing and Homeless Prevention Assistance

1. Services

- 1.1. Based on the continued receipt/availability of federal funds from the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grants (ESG) 2013, the Contractor shall provide a housing assistance program that shall serve 30 or more homeless and/or at risk of homelessness households.
- 1.2. The goal of this program is to facilitate the movement of homeless or at risk individuals or families to stable housing and maximum self-sufficiency.
- 1.3. To be eligible for contract services, individuals must be homeless or at risk of homelessness as defined in HUD CFR parts 91 and 576 Docket No. FR-5471-1-01 regulations.
- 1.4. The Contractor must obtain and retain appropriate documentation as set forth by HUD in 24 CFR Subpart F, 576.500 (a thru l).
- 1.5. The Contractor shall provide these services according to HUD ESG regulations as outlined in HUD's Docket No. FR-5471-1-01, and other directives and policies set forth by HUD.
- 1.6. The Contractor will ensure that all staff assigned to administer ESG related assistance will have read HUD's Docket No. FR-5474-1-01 prior to administering ESG assistance and will keep a copy of FR-5474-1-01 on file at all times during the administration of the ESG.
- 1.7. Each program participant shall have a household assessment using the universal assessment tool developed by the Bureau of Homeless and Housing Services (BHHS) to assess the overall stability of the household and assist in developing goals in the individual service plan, as appropriate. The Contractor will keep a copy of each assessment on file for a minimum of five (5) years after the termination of the contract.
- 1.8. The Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a).
- 1.9. 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).
- 1.10. 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).
- 1.11. The Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin that may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services.
- 1.12. Any structure used for ESG projects may not be owned or leased by the Contractor pursuant to Docket No. FR-5474-1-01.
- 1.13. The covenant required in Paragraph 1.12 above must state that the owner is in no way a successor, assign, heir, grantee, lessee, or relative of the Contractor.
- 1.14. The Contractor shall ensure that the assisted unit is leased in the name of the participant household for all assisted households under this contract.

2. Operations

- 2.1. The Contractor agrees that it will facilitate the provision of necessary services to the participants of the Project.
  - 2.1.1. 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.
  - 2.1.2. The Contractor shall operate the Project as an ESG with grant funds provided pursuant to this Contract.

*ARJ*



Exhibit A

- 2.1.3. In the event the Project is not operated as an ESG, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.
- 2.1.4. The Contractor shall conduct housing inspections as required by HUD and described in Appendix C, Docket No. FR-5474-1-01.
- 3. Rental Assistance
  - 3.1. If Rental Assistance is provided with grant funds, the Contractor shall ensure the following provisions:
    - 3.1.1. rental assistance will be provided exclusively for housing homeless individuals and families or individuals and families at risk of homelessness;
    - 3.1.2. rental assistance payments will not exceed the actual rental costs, which must be in compliance with HUD's standard of rent reasonableness for the duration of the contract;
    - 3.1.3. rental assistance will not exceed actual rental costs accrued over a period of six (6) months for any one participant household;
    - 3.1.4. the Contractor will ensure that rental assistance payments will not be made on behalf of participant households for the same period of time and for the same costs types that are being provided through another federal, state or local housing subsidy program; and
    - 3.1.5. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44.
- 4. Program Reporting Requirements
  - 4.1. The Contractor shall submit the following reports:
    - 4.1.1. Quarterly Progress Reports: Quarterly progress reports shall include the number of participating individuals assisted during the quarter, the number of individuals who exited the project during the quarter, the number who attained stable housing, the status of Project Activities performed, the outcome measurements and the amount of funds expended as well as the balance of funds remaining. Changes, if any, which need to be made in the Project or Project Activities, should be identified in the quarterly reports. Quarterly reports shall be submitted to the BHHS no later than ten (10) days after the conclusion of the quarter.
    - 4.1.2. 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, outcomes and measurement types. The Annual Progress Report shall be in the form required or specified by the State.
    - 4.1.3. Other Reports as requested by the State as well as other reports required by HUD.
  - 4.2. 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>.
  - 4.3. 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.
  - 4.4. The Contractor agrees to assign sufficient staff to ensure the quality of data and efficient maintenance of data.
  - 4.5. The Contractor agrees to provide timely data collection and analysis, and reporting of data elements as requested by the BHHS through NH-HMIS or a comparable, BHHS approved, client-level database.
  - 4.6. The Contractor shall meet the minimum HUD ESG reporting requirements as indicated in the HUD's Docket No. FR-5474-1-01.
  - 4.7. The Contractor will comply, upon request by the BHHS and/or HUD, to participate in a research and evaluation of ESG's.



Exhibit A

- 4.8. The Contractor shall strive to accomplish the goals set forth in the BHHS Request for Proposals for the ESG Program as follows. Failure to do so will result in program review, and potential work process corrective action plan.
  - 4.8.1. 80% of program participant households will gain housing stability within forty-five (45) days of program entry;
  - 4.8.2. 70% of program participant households will achieve housing stability for six (6) months following the end of rental assistance with aid of continued case management;
  - 4.8.3. 50% of program participant households will increase their income (employment, cash benefits, or other income) at program exit, demonstrating sufficient income to maintain housing.
  - 4.8.4. 70% of program participant households will experience housing stability as evidenced by no subsequent episode of homelessness.
5. Contract Administration
  - 5.1. 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 ten (10) working days in advance of each meeting.
  - 5.2. 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.
  - 5.3. The Contractor shall inform BHHS of any staffing changes within thirty (30) calendar days.
  - 5.4. 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.
  - 5.5. 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.
6. Rapid Re-Housing and Homeless Prevention Assistance
  - 6.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize the agreement value specified in Exhibit B of this agreement from the HUD Emergency Solutions Grant for contract services:
    - 6.1.1. Medium-term [up to six (6) months] rental assistance and rental arrears [in a one time payment of up to three (3) months]. Total months of rental arrears and medium-term rental assistance not to exceed six months. Housing costs associated with housing search and placement are as defined in 24 CFR 576.103 and 576.104.
    - 6.1.2. Housing Relocation and Stabilization Services:
      - 6.1.2.1. Eligible financial costs include payments to housing owners and/or other third parties for rental application fees, security deposits, utility deposits, utility payments and arrears, and moving costs such as truck rental and/or temporary storage fees.
      - 6.1.2.2. The resident's name must be on the lease for all ESG funded rental assistance. There is no minimum lease period for Tenant-Based Rental Assistance.
    - 6.1.3. NH-HMIS data collection and evaluation.
      - 6.1.3.1. Eligible data collection and evaluation costs include the lease or purchase of computer equipment, costs associated with data collection and entry, and staffing associated with operating HMIS.
      - 6.1.3.2. The Contractor shall have any and all staff charged in full or part to this contract complete weekly timesheets and note upon it the percentage charged to this contract.

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**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**Emergency Solutions Grant - Rapid Re-Housing and Homeless Prevention Assistance**

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

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

NH General Fund: Not applicable  
Federal Funds:  
CFDA #: 14.231  
Federal Agency: U.S. Department of Housing & Urban Development  
Program Title: Emergency Solutions Grants Program  
Total Amount;  
SFY14: not to exceed \$57,766  
SFY15: not to exceed \$90,776

Funds allocation under this agreement for Emergency Solutions Grants Program;

Housing Relocation and Stabilization: \$47,397.00  
Medium - Term Rental Assistance: \$90,000.00  
HMIS Data Collection: \$11,145.00  
Total program amount: \$148,542.00

1. Subject to the General Provisions of this Agreement, satisfaction by the Contractor of any conditions in the HUD Docket No. FR 5474-1-01, and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for financial, housing relocation and stabilization, and data collection and evaluation utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grants Program, in an amount not to exceed and for the time period specified above.
2. Funds obligated under this Contract may be decreased in accordance with this Contract and Docket No. FR-5474-1-01.
3. **PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE.**
  - 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with HUD Docket No. FR-5474-1-01, as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.
  - 3.2. Payment of Project Costs: Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for financial, housing search and stabilization, and data collection and evaluation utilizing funds provided through the U.S. Department of Housing and Urban Development Emergency Solutions Grant, Docket No. FR-5474-1-01, 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 Contractor shall provide additional financial information if requested by the State to verify expenses.



- 3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Quarterly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture pursuant to 24 CFR Subsection 576.55 and/or Docket No. FR-5474-1-01. The funds authorized to be expended under this Agreement shall be used only for financial, housing relocation and stabilization, and data collection and evaluation or reimbursement for expenditures financial, housing relocation and stabilization, and data collection and evaluation, provided by the Contractor for the project period and operating years of the ESG as approved by HUD and in accordance with the ESG Regulations, created under Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments and published at HUD Docket No. FR-5474-1-01.
4. USE OF GRANT FUNDS.
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the Emergency Solutions Grant Program as specified in this Exhibit, as defined by HUD Docket No. FR-5474-1-01 and applicable regulations.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
- 4.4. The grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the ESG regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;
- 4.5. The submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of HUD;
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 4.2 of this Agreement.
- 5.3. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
6. ESG RAPID TRANSITION TO HOUSING AND HOMELESS PREVENTION
- 6.1. The Contractor shall follow all guidelines set forth by HUD in the Federal Release of rules and regulations described in 24 CFR Parts 91 and 576; Docket No. FR-5474-1-01.



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract 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.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO STANDARD 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.
3. Replace Paragraph 6.1. with the following:
  - 6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.
5. Add the following to Paragraph 7.:
  - 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives ESG amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
  - 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
6. Add the following to Paragraph 9.:
  - 9.4. Between the effective date and a date five (5) years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common



- ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.
- 9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:
- 9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement;
- 9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing; permitting a determination to be made by the State of all Project Costs and expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State; and
- 9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.
7. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

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- 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.

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**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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 \_\_\_\_\_ 11/14/13  
(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**

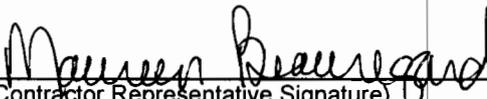
- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under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

November 14, 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: 

Date: 11/14/13

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: MP

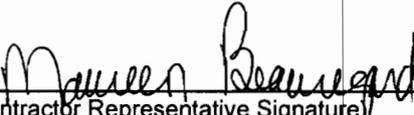
Date: 11/14/13

**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)

November 14, 2013  
(Date)

Contractor Initials: 

Date: 11/14/13

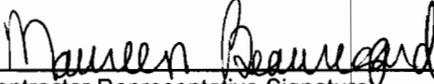
**NH Department of Health and Human Services**

**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)

November 14, 2013  
 \_\_\_\_\_  
 (Date)

**NH Department of Health and Human Services**

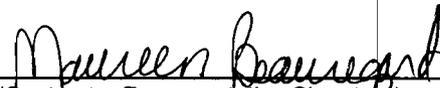
**STANDARD EXHIBIT H**

**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)

November 14, 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.

<u>NH DHHS</u>	<u>Families in Transition</u>
The State Agency Name	Name of the Contractor
<u>Maureen Beauregard</u>	<u>Mary Ann Cooney</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>11/19/13</u>	<u>November 14, 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	November 14, 2013
------------------------	-------------------

(Contractor Name)	(Date)
-------------------	--------

Contractor initials:   
 Date: 11/14/13  
 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:

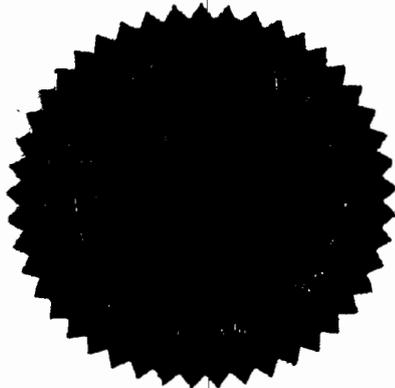
Name: _____	Amount: _____

Contractor initials: MAJ  
Date: 11/14/13  
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", is written above the printed name.

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

(Corporation without Seal)

I, Karyn O'Neil, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Families in Transition.  
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on November 14 2013  
(Date)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, \_\_\_\_\_, for the provision of \_\_\_\_\_ services.

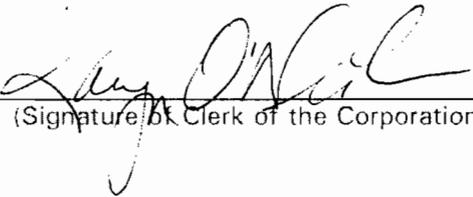
**RESOLVED:** That the President  
(Title of Contract Signatory)

is hereby 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 he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 14 day of November, 2013.  
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

  
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 14 day of Nov., 2013,

By Karyn O'Neil.  
(Name of Clerk of the Corporation)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: \_\_\_\_\_

**RUTH A. SYREK, Notary Public**  
My Commission Expires October 16, 2018

Client#: 5

AMIL6

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/13

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER: State of New Hampshire, Department of Health and Human Services, Bureau of Homeless and Housing, ATTN: Eric Borrin 129 Pleasant S, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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**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 relation 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

<u>ASSETS</u>		
	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>
 <u>LIABILITIES AND NET ASSETS</u>		
<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)		
<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 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

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	<b>2012</b>	<b>2011</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>105,696</b>	<b>905,690</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>(1,059,279)</b>	<b>(2,718,201)</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>320,115</b>	<b>2,305,915</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>2,194,327</b>	<b>1,700,923</b>
<b>CASH AND CASH EQUIVALENTS AT END OF YEAR</b>	<b>\$ 1,560,859</b>	<b>\$ 2,194,327</b>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash payments for interest	\$ 207,935	\$ 130,441

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:

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.	\$ 400,000
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.	400,799
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.	400,000
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.	275,000
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.	<u>250,000</u>
Total long-term portion	<u><u>\$ 1,725,799</u></u>

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>
Total	<u><u>\$1,725,799</u></u>

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:

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.	\$ 74,376
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.	123,249
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.	139,741
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.	4,280
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.	25,689
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.	117,608
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.	264,855
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.	3,955
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.	175,021
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.	102,325

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2012

NOTE F- LONG TERM DEBT (CONTINUED)

<p>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.</p>	<p>337,720</p>
<p>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.</p>	<p>260,000</p>
<p>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.</p>	<p>462,309</p>
<p>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.</p>	<p>290,630</p>
<p>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.</p>	<p>227,521</p>
<p>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.</p>	<p>250,000</p>
<p>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.</p>	<p>230,000</p>
<p>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.</p>	<p>116,285</p>
<p>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.</p>	<p>850,000</p>
<p>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.</p>	<p>501,084</p>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

DECEMBER 31, 2012

NOTE F- LONG TERM DEBT (CONTINUED)

<p>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.</p>	<p>600,000</p>
<p>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.</p>	<p>598,957</p>
<p>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.</p>	<p>154,545</p>
<p>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.</p>	<p>336,191</p>
<p>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.</p>	<p>200,540</p>
<p>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.</p>	<p>617,613</p>
<p>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.</p>	<p>433,000</p>
<p>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.</p>	<p>417,878</p>
<p>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.</p>	<p>78,681</p>
<p>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.</p>	<p>198,049</p>

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><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	<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	\$ 2,143
<b>Total Assets:</b>	<b><u>\$ 12,917</u></b>

**LIABILITIES:**

Current Liabilities	\$ 4,726
Total Equity	\$ 8,191
<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
Net assets - January 1 (as previously reported)	\$ 9,727,344	\$ 7,652,722
Amount of restatement due to removal of subsidiary from the consolidated financial statements	(127,430)	(109,867)
Net assets - January 1 as restated	\$ 9,599,914	\$ 7,542,855

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**

	<b>ASSETS</b>									
Families In Transition Unrestricted	Milliyard 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	\$	\$ 620,278		
Accounts receivable	110,349	2,957	124	2,977	1,714	2,415	(76,844)	43,692		
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							-		
Reserve cash designated for properties	34,407	164,310	93,806	235,899	124,378	287,781	(601,247)	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>111,958</b>	<b>258,494</b>	<b>134,385</b>	<b>420,659</b>	<b>(859,461)</b>	<b>1,823,394</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	-		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>(2,922,146)</b>	<b>24,958,311</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>\$ (3,781,607)</b>	<b>\$ 26,781,705</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	(37,516)	92,898		
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	(821,945)	1,976		
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>(859,461)</b>	<b>399,411</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	4,242,153	(1,725,799)	10,067,905		
<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>(2,585,260)</b>	<b>17,120,092</b>		
<b>NET ASSETS</b>										
Unrestricted	5,196,119	692,264	339,916	784,890	(13,964)	3,640,928	(1,196,347)	9,443,806		
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>(1,196,347)</b>	<b>9,661,613</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>\$ (3,781,607)</b>	<b>\$ 26,781,705</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	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	114,182								114,182		114,182	157,774
Public support	33,600								33,600		33,600	188,10
Tax credit revenue	158,436								158,436		158,436	119,821
Special events	508,296							(508,296)				424,756
Property management fees												443,700
Developer fees									94,931		94,931	70,503
VISTA program revenue	1,078								1,078		1,078	(342)
Unrealized (loss) on investments		(1,088)	(224)	(421)	(2,570)	(1,695)			(5,998)		(5,998)	(2,912)
Realized loss on assets		3			507	70	3	(67,770)	29,946		29,946	1,993
Interest income	97,133								25,585		25,585	29,693
In kind donations	25,585								342,318		342,318	104,756
Other income	206,922	800	3,801	22,157	14,160	11,033	143,621	(60,176)				
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>												
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)			(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 Wiflows	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	6,173	23,785	10,038	52,921	-	1,053	(108,207)	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	183,958
Depreciation	108,467	26,958	94,859	81,368	172,482	119,877	164,717		788,728	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							(67,770)	102,197			102,197	46,633
Interest mortgage									105,738			105,738	101,012
Management fees	100,320							(209,852)	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	878	7,984	7,984	6,469
Office supplies and expense	40,786								40,786	6,063	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							53,833	5,460	4,004	63,297	41,786
Related entity expenditures	171,710					7,634	18,765	(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						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>

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



**Families  
in Transition**  
Providing a Home. Building Hope.

***Mission***

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



## Board of Directors

**Karyn O'Neil, Chair**  
Senior Vice President, Citizens Bank  
[Redacted]  
[Karyn.ONeil@rbscitizens.com](mailto:Karyn.ONeil@rbscitizens.com)  
[Redacted]  
Board member since 2003

**Deborah J. Brann, Treasurer**  
Controller  
St. Paul's School  
[Redacted]  
[dbrann@sps.edu](mailto:dbrann@sps.edu)  
[Redacted]  
Board member since 2011

**Sedra Michaelson,**  
Strategic Account Manager, CCH, a Wolters  
Kluwer business  
[Redacted]  
[smichael@cch.com](mailto:smichael@cch.com)  
[Redacted]  
Board member since 2003

**Dick Anagnost**  
President Anagnost Investments  
[Redacted]  
[dick@anagnost.com](mailto:dick@anagnost.com)  
[Redacted]  
Board member since 2007

**Rev. Gayle Murphy**  
Northwood Congregational Church, UCC  
[Redacted]  
[Redacted]  
Board member since 2008

**Graham Chynoweth**  
Dynamic Network Services, Inc.,  
Chief Operating Officer  
[Redacted]  
[gchynoweth@dyn.com](mailto:gchynoweth@dyn.com)  
[Redacted]  
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]  
Board member since 1998

**Judy Bergeron**  
President, MTS Services  
[Redacted]  
[jbergeron@mtsservices.com](mailto:jbergeron@mtsservices.com)  
[Redacted]  
Board member since 2005

**Theresa Dolloff**  
Retired Marketing Professional  
[Redacted]  
[Redacted]  
Board member since 2007

**David Donohue**  
D Two Communications, Principal  
[Redacted]  
[david@dtwo.biz](mailto:david@dtwo.biz)  
[Redacted]  
Board member since 2009

**Eric Demaree**  
CCA Global Partners  
President Carpet One Floor & Home Division

[REDACTED]  
[REDACTED]  
Board member since 2012

**Charla Stevens**  
McLane, Graf, Raulerson & Middleton Esquire

[REDACTED]  
Manchester, NH 03105  
[REDACTED]  
[REDACTED]

Board member since 2013

**Stephanie Sledjeski**  
Lincoln Financial Group, Asst Vice President

[REDACTED]  
[REDACTED]  
Board member since 2010

**Margaret "Missy" Fulton**

Assistant Commissioner  
N H Department of Revenue Administration

109 Pleasant Street  
Concord, NH 03302

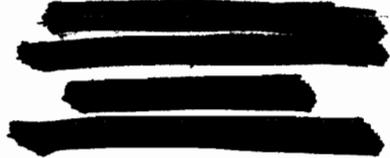
[mfulton@rev.state.nh.us](mailto:mfulton@rev.state.nh.us)

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

## 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

[REDACTED]

Sue Dodge

[REDACTED]

Amy Malone

[REDACTED]



