



Jeffrey A. Meyers  
Commissioner

Christine L. Santaniello  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*DIVISION OF ECONOMIC & HOUSING STABILITY*

129 PLEASANT STREET, CONCORD, NH 03301-3857  
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February 14, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Housing Supports to accept and expend the Emergency Solutions Grants Program funds under Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act in the amount of \$39,610 effective upon date of Governor and Executive Council approval through June 30, 2019, and further authorize the allocation of these funds in the accounts below.

**05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER  
PROGRAM**

Class/Object	Class Title	Current Authorized Budget	Requested Change	Adjusted Budget
Revenue				
000-408072	Federal Funds	\$ 6,158,233	\$ 39,610	\$ 6,197,843
	General Funds	\$ 4,529,367	\$ -	\$ 4,529,367
	Total Revenue:	\$ 10,687,600	\$ 39,610	\$ 10,727,210
Expense				
010-500100	Personal Services Perm Class	\$ 358,040	\$ -	\$ 358,040
020-500200	Current Expenses	\$ 8,382	\$ -	\$ 8,382
022-500255	Rent/Lease Office Equipment	\$ 2,178	\$ -	\$ 2,178
026-500251	Organizational Dues	\$ 1,750	\$ -	\$ 1,750
030-500301	Equipment - New	\$ 7,500	\$ -	\$ 7,500
039-500190	Telecommunications	\$ 1,363	\$ 40	\$ 1,403
040-500800	Indirect Costs	\$ 10,000	\$ -	\$ 10,000
041-500801	Audit Fund Set Aside	\$ 5,000	\$ -	\$ 5,000
042-500620	Additional Fringe Benefits	\$ 3,000	\$ -	\$ 3,000
050-500109	Personal Service Temp Appoi	\$ 48,791	\$ -	\$ 48,791
057-500535	Books Periodicals Subscriptions	\$ 600	\$ -	\$ 600
060-500602	Benefits	\$ 183,528	\$ -	\$ 183,528
070-500704	In State Travel	\$ 4,045	\$ -	\$ 4,045
080-500714	Out of State Travel	\$ 4,872	\$ -	\$ 4,872
102-500731	Contract for Prog Svcs	\$ 10,048,551	\$ 39,570	\$ 10,088,121
	Total Expense:	\$ 10,687,600	\$ 39,610	\$ 10,727,210

**EXPLANATION**

This request is being made to accept the additional grant funds available for SFY 2019 to administer the Emergency Solutions Grants Program (ESG) under Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act. The ESG program focuses on addressing the needs of homeless people in emergency or transitional shelters to assisting people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. The Bureau of Housing Stability (BHS) was informed that there were additional funds to put towards its management information system. BHS plans to use these funds towards a new Homeless Management Information System contractor, which is in effect April 1, 2019.

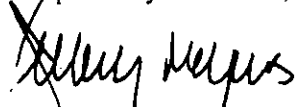
Funds are being budgeted in Contracts for Program Services (class 102) to meet U.S. Department of Housing and Urban Development (HUD) requirements for the New Hampshire Statewide Homeless Management Information System (NH HMIS). Grant funds are to be utilized exclusively through a single, established, State Sponsor Agency capable of maintaining consistent statewide services. Funds are being budgeted for Audit costs (Class 041) per state requirements.

Area served: Statewide, this impacts 13,037 people.

Source of Funds: 100% Federal Funds.

If Federal Funds become no longer available, General Funds will not be requested to support the program expenditures.

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner

**Emergency Solutions Grants**

	E17DC330001	E18DC330001	TOTAL
Award Ending 10/19/2019	866,844		866,844
Award Ending 8/29/2020		870,215	870,215
Expended Through 12/14/2018	(706,931)	(154,794)	(861,725)
Available Award Balance	159,913	715,421	875,334
Less: SFY 18 Appropriations	126,482	709,242	835,725
Available To Accept	33,431	6,179	<u>39,610</u>
Amount Requested This Action	33,431	6,179	<u>39,610</u>

<b>SFY 19 Appropriations:</b>					
10-042-4230-79270000	2019 Budget	Balance Forwarded	Total	This Action	Revised Budget
Revenue	5,212,949	945,284	6,158,233	39,610	6,197,842
Expense	9,057,801	1,629,799	10,687,600	39,610	10,727,210

033,431

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

**Funding Approval/Agreement**

Emergency Solutions Grants Program  
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,  
42 U.S.C. 11371 et seq.  
CFDA Number 14.231

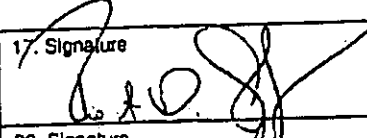

1. Recipient Name and Address New Hampshire Dept Of Health And Human Services 129 Pleasant St Concord, NH 03301	2. Unique Federal Award Identification Number: E17DC330001
	3. Tax Identification Number: 026000618
	4. Unique Entity Identifier (DUNS): 011040545

5. Fiscal Year (yyyy): 2017	
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)	\$0
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)	\$866,844.00
8. Total Amount of Federal Funds Obligated	\$866,844.00

9. Total Required Match: \$		
10. Start Date of Recipient's Program Year (mm/dd/yyyy) 01/01/17	11. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy)	12. Period of Performance Start Date (the later of the dates listed in Boxes 10 and 11) (mm/dd/yyyy)

13. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 - Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 - Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 - Obligation of additional funds)	14. Special Conditions <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached
	15. Period of Performance End Date (mm/dd/yyyy) 10/19/2019

**General Terms and Conditions:** This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. All funds for the specified Fiscal Year that HUD provides by reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party. To the extent authorized by HUD regulations at 24 CFR Part 576, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Recipient without the Recipient's execution of the amendment or other consent.

16. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Robert D. Shumeyko, CPD Director	17. Signature 	18. Date (mm/dd/yyyy) 10/19/2017
19. For the Recipient (Name and Title of Authorized Official) Melissa Halfield, Bureau Administrator	20. Signature 	21. Date (mm/dd/yyyy) 10/23/2017

Funding Information (HUD Accounting Use Only):  
PAS Code: HAES  
Appropriation: 90192  
Appro Symbol: "Q"

Region: 01  
Office: 01 (Boston)

Program Code: SOG  
Alotment: 867

## Instructions for Completing the Agreement for the Emergency Solutions Grants (ESG) Program

This Agreement is used for one of three purposes: (1) to make the initial obligation of ESG funds for a fiscal year and establish the terms under which the obligation is made; (2) to amend an existing Agreement to deobligate an amount of previously obligated ESG funds; (3) to amend an existing Agreement to obligate additional ESG funds for the same fiscal year.

**1. Recipient Name and Address.** Enter the name of the state, territory or unit of general purpose local government, the name of the organizational unit or instrumentality designated to act on behalf of the government with respect to ESG, and the address of the organizational unit or instrumentality (or government, if no unit or instrumentality is designated).

**Example (Organizational unit):**

City of ABC

ABC Department of Homeless Services

Address of ABC Department of Homeless Services

**Example (Instrumentality):**

State of XYZ

XYZ Housing Finance Agency

Address of XYZ Housing Finance Agency

**For HUD to recognize an instrumentality as the state for ESG:** The state must submit the following to the field office: (1) The governor's written designation of the instrumentality to act on behalf of the state with respect to the Emergency Solutions Grants program; and (2) Certification by the governor of the state that the instrumentality meets each of the following criteria or evidence that otherwise shows the entity qualifies as an instrumentality of the state under its state law: (a) The entity is used for a governmental purpose and performs a governmental function; (b) The entity performs its function on behalf of the state; (c) The state has the authority to appoint members of the governing body of the entity OR the control and supervision of the entity is vested in the state government; (d) State statutory authority is needed to create and/or use the entity; and (e) No part of the net earnings inures to the benefit of any private shareholder, member or individual.

**For HUD to recognize an instrumentality as the metropolitan city or urban county for ESG:** The metropolitan city/urban county must submit the following to the field office: (1) The chief

executive's written designation of the instrumentality to act on behalf of the metropolitan city/the urban county with respect to the Emergency Solutions Grants program; (2) Certification by the chief executive of the metropolitan city or urban county that the instrumentality is established pursuant to legislation to act on behalf of the metropolitan city/the county with regard to homeless assistance activities, but is not a public housing authority/agency; and (3) Certification by the metropolitan city or urban county (chief executive or authorized attorney for the metropolitan city or urban county) that the instrumentality meets each of the following criteria or evidence that otherwise shows the entity qualifies as an instrumentality of the metropolitan city/the county under its state or local law: (a) The entity is used for a governmental purpose and performs a governmental function; (b) The entity performs its function on behalf of the metropolitan city/the county; (c) The metropolitan city/the county has the authority to appoint members of the governing body of the entity OR the control and supervision of the entity is vested in the metropolitan city/the county; (d) State or local statutory authority is needed to create and/or use the entity; and (e) No part of the net earnings inures to the benefit of any private shareholder, member or individual.

2. **Unique Federal Award Identification Number.** Enter the recipient's grant number.
3. **Tax Identification Number.** Enter the 9-digit Tax ID Number (TIN) for the entity whose address is in Box 1.
4. **Unique Entity Identifier (DUNS).** Enter the identifier required for System of Award Management (SAM) registration to uniquely identify the entity whose address is in Box 1.
5. **Fiscal Year.** Indicate the fiscal year source of funds for this transaction. Only funds from this fiscal year are to be included in this transaction. (A separate form must be completed for each fiscal year's funds.)
6. **Previous Obligation.** Enter the total amount of funds that have been previously obligated for this recipient for this fiscal year source of funds. If this Agreement is for the recipient's initial allocation for the fiscal year (purpose #1), the

amount will be "0." If this Agreement is for deobligating funds (purpose #2) or obligating additional funds for the fiscal year (purpose #3), enter the amount from Box 8 of the most recent Agreement for ESG funds for the fiscal year identified in Box 5.

7. **Current Transaction.** Enter the total amount of funds for this transaction. Indicate a deobligation either by placing parentheses around the amount deobligated or a minus sign before the amount deobligated.
8. **Revised Obligation.** Enter the total amount of funds available to the recipient after this transaction. Box 6 plus/minus Box 7.
9. **Total Required Match.** Enter the total amount of funds that the recipient is required to contribute, as determined in accordance with 24 CFR 576.201.
10. **Date of Start of Recipient's Program Year.** Enter the date on which the Recipient's Program Year begins. If this Agreement is being used for deobligating funds (purpose #2) or obligating additional funds for the fiscal year (purpose #3), this date must match Box 10 of the initial Agreement for ESG funds for the fiscal year identified in Box 5.
11. **Date HUD Received Recipient's Consolidated Plan Submission.**  
For purpose #1 – Initial Fiscal Year allocation: Enter the date HUD received the recipient's annual action plan for the funds being awarded.  
For purpose #2 – Deobligation of funds: Enter the date in Box 11 of the initial Agreement for ESG funds for the fiscal year entered in Box 5.  
For purpose #3 – Obligation of additional funds: Enter the date in Box 11 of the initial Agreement for ESG funds for the fiscal year entered in Box 5.
12. **Period of Performance Start Date.** Enter the date that is the later of the date in Box 10 and the date in Box 11.
13. **Type of Agreement.** Check Initial Agreement (Purpose #1—Initial Fiscal Year allocation), Amendment (Purpose #2 – Deobligation), or Amendment (Purpose #3 – Obligating additional funds), as applicable.

14. **Special Conditions.** Check the appropriate box and, if applicable, attach the special conditions that are part of the Agreement.

Two Special Conditions apply:

**Indirect Cost Rate.** The field office must check off the "Attached" box in item #14, "Special Conditions," on the Agreement and include the Indirect Cost Rate provision in the Special Conditions attached to the Agreement. Each recipient must list the indirect cost rate(s) and direct cost base(s) the recipient will use to recover indirect costs under this Agreement. This information is required under 2 CFR 200.210(a)(15).

**Recipient Integrity and Performance Matters.** If the amount in Box 8 is greater than \$500,000, the field office must include the following provision in the Special Conditions attached to the Agreement:

The Recipient shall comply with the requirements in Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters.

15. **Period of Performance End Date.** Enter the date that is 24 months after the date in Box 18.
16. **Name, Title, and Contact Information of HUD Official.** Enter the name, title, and contact information of the HUD official who is authorized to sign the Agreement on behalf of HUD. This is usually the Field Office CPD Director.
17. **Signature of HUD Official.** The HUD Official signs the Agreement here.
18. **Date.** Enter the date on which the HUD Official signs the Agreement.
19. **Name and Title of Authorized Official for the Recipient.** Enter the name and title of the official authorized to sign on behalf of the recipient. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation of funds by HUD.
20. **Signature of Authorized Official for the Recipient.** The authorized official for the recipient signs the Agreement here. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation by HUD.

**21. Date.** Enter the date on which the authorized official for the recipient signs the Agreement. This item is not required when HUD is obligating additional funds for the fiscal year after a reallocation by HUD.

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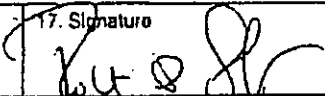

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

### Funding Approval/Agreement

Emergency Solutions Grants Program  
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,  
42 U.S.C. 11371 et seq.  
CFDA Number 14.231

1. Recipient Name and Address New Hampshire Health and Human Services 129 Pleasant Street Concord, NH 03301		2. Unique Federal Award Identification Number: E-18-DC-33-0001	
		3. Tax Identification Number: 025000618	
		4. Unique Entity Identifier (DUNS): 011040545	
5. Fiscal Year (yyyy): 2018			
6. Previous Obligation (Enter "0" for Initial Fiscal Year allocation)		\$ 0	
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$870,215.00	
8. Total Amount of Federal Funds Obligated		\$870,215.00	
9. Total Required Match: \$			
10. Start Date of Recipient's Program Year (mm/dd/yyyy) 1/1/2018		11. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy)	12. Period of Performance Start Date (the later of the dates listed in Boxes 10 and 11) (mm/dd/yyyy)
13. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 - Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 - Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 - Obligation of additional funds)		14. Special Conditions <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached	
		15. Period of Performance End Date (mm/dd/yyyy) 8/29/2020	

**General Terms and Conditions:** This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable annual appropriations act. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. All funds for the specified Fiscal Year that HUD provides by reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party. To the extent authorized by HUD regulations at 24 CFR Part 576, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Recipient without the Recipient's execution of the amendment or other consent.

18. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Robert D. Shumayko, Director of Community Planning and Development		17. Signature 	18. Date (mm/dd/yyyy) 8/29/2018
19. For the Recipient (Name and Title of Authorized Official) Ms. Melissa Hatfield, Bureau Administrator		20. Signature 	21. Date (mm/dd/yyyy) 9/6/18

**Funding Information (HUD Accounting Use Only):**

PAS Code: HAES  
Appropriation: 00192  
Appro Symbol: B

Region: 01  
Office: 01 (Boston)

Program Code: SOE  
Allotment: 868



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**I. Recipient Name and Address.** Enter the name of the state, territory or unit of general purpose local government, the name of the organizational unit or instrumentality designated to act on behalf of the government with respect to ESG, and the address of the organizational unit or instrumentality (or government, if no unit or instrumentality is designated).

**Example (Organizational unit):**

City of ABC  
ABC Department of Homeless Services  
Address of ABC Department of Homeless Services

**Example (Instrumentality):**

State of XYZ  
XYZ Housing Finance Agency  
Address of XYZ Housing Finance Agency

**For HUD to recognize an instrumentality as the state for ESG:** The state must submit the following to the field office: (1) The governor's written designation of the instrumentality to act on behalf of the state with respect to the Emergency Solutions Grants program; and (2) Certification by the governor of the state that the instrumentality meets each of the following criteria or evidence that otherwise shows the entity qualifies as an instrumentality of the state under its state law: (a) The entity is used for a governmental purpose and performs a governmental function; (b) The entity performs its function on behalf of the state; (c) The state has the authority to appoint members of the governing body of the entity OR the control and supervision of the entity is vested in the state government; (d) State statutory authority is needed to create and/or use the entity; and (e) No part of the net earnings inures to the benefit of any private shareholder, member or individual.

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- amount will be "0." If this Agreement is for deobligating funds (purpose #2) or obligating additional funds for the fiscal year (purpose #3), enter the amount from Box 8 of the most recent Agreement for ESG funds for the fiscal year identified in Box 5.
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  9. **Total Required Match.** Enter the total amount of funds that the recipient is required to contribute, as determined in accordance with 24 CFR 576.201.
  10. **Date of Start of Recipient's Program Year.** Enter the date on which the Recipient's Program Year begins. If this Agreement is being used for deobligating funds (purpose #2) or obligating additional funds for the fiscal year (purpose #3), this date must match Box 10 of the initial Agreement for ESG funds for the fiscal year identified in Box 5.
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Two Special Conditions apply:

**Indirect Cost Rate.** The field office must check off the "Attached" box in item #14, "Special Conditions," on the Agreement and include the Indirect Cost Rate provision in the Special Conditions attached to the Agreement. Each recipient must list the indirect cost rate(s) and direct cost base(s) the recipient will use to recover indirect costs under this Agreement. This information is required under 2 CFR 200.210(a)(15).

**Recipient Integrity and Performance Matters.** If the amount in Box 8 is greater than \$500,000, the field office must include the following provision in the Special Conditions attached to the Agreement:

The Recipient shall comply with the requirements in Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters.
  15. **Period of Performance End Date.** Enter the date that is 24 months after the date in Box 18.
  16. **Name, Title, and Contact Information of HUD Official.** Enter the name, title, and contact information of the HUD official who is authorized to sign the Agreement on behalf of HUD. This is usually the Field Office CPD Director.
  17. **Signature of HUD Official.** The HUD Official signs the Agreement here.
  18. **Date.** Enter the date on which the HUD Official signs the Agreement.
  19. **Name and Title of Authorized Official for the Recipient.** Enter the name and title of the official authorized to sign on behalf of the recipient. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation of funds by HUD.
  20. **Signature of Authorized Official for the Recipient.** The authorized official for the recipient signs the Agreement here. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation by HUD.

**21. Date.** Enter the date on which the authorized official for the recipient signs the Agreement. This item is not required when HUD is obligating additional funds for the fiscal year after a reallocation by HUD.