STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF HOMELESS AND HOUSING SERVICES

NHRECOVERY putting new hampshire to work

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
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Approved by G+C
Date 9/23/09
Page
Item No. 81

August 27, 2009

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

Requested Action

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Homeless and Housing Services, to enter into an Agreement with Cross Roads House, Inc., 600 Lafayette Road, Portsmouth, NH 03801, vendor code 166570, as a grant recipient under the U.S. Department of Housing and Urban Development, American Recovery and Reinvestment Act of 2009, to provide services to homeless individuals and families or individuals and families at risk of homelessness, effective September 30, 2009 or date of Governor and Council approval, whichever is later, through June 30, 2012 in an amount not to exceed $317,850.00. Funds are anticipated to be available in the following account(s) for State Fiscal Years 2010, 2011 and 2012 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust between State Fiscal Years through the Director, Division of Accounting Services, if needed and justified.

05-95-95-958310-0832 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER, DCBCS BHHS, HOMELESS PREVENTION

Fiscal Year	Class Object	Class Title	Amount
2010	102-500731	Contracts for program services	$117,477.00
2011	102-500731	Contracts for program services	$160,070.00
2012	102-500731	Contracts for program services	$ 40,303.00
		Total	$317,850.00

Explanation

Funding in the amount of $4,612,322.00 is through the American Recovery and Reinvestment Act of 2009 (ARRA), U.S. Department of Housing and Urban Development (HUD), Homelessness Prevention and Rapid Re-Housing Program (HPRP). These dollars must be used toward programs that benefit New Hampshire residents who are at risk of becoming homeless or to "rapidly re-house" individuals and families who have recently become homeless and whose income is 50% or below the Area Median Income (AMI). New Hampshire was required to complete and submit to HUD a Substantial Amendment to the NH Consolidated Plan 2008 Action Plan. The NH Substantial Amendment included a comprehensive plan on how the funds would be distributed, and was developed with substantial public input. The plan has been posted on the DHHS, NH ARRA, and NH Housing's Consolidated Plan websites and was electronically distributed to stakeholders via e-mail. The plan was submitted to HUD on May 18, 2009.

Through a competitive process, New Hampshire submitted a proposal in response to HUD's Notice of Allocations for Homelessness Prevention and Rapid Re-Housing Program Grantees under ARRA. In anticipation of the federal award, the Bureau of Homeless and Housing Services (BHHS) released Requests for Proposals on June 3, 2009 and July 17, 2009. A pre-proposal conference was held and attendees received proposal materials. Submitted project proposals were received and reviewed within the BHHS to ensure that proposals were complete. The eligible proposals were submitted to ranking teams for assessment and prioritization based on criteria developed by the BHHS utilizing HUD's guidance for allowable use of funds. At the conclusion of all proposal reviews, each team member was requested to score the projects based on outlined criteria. Each ranking team then submitted a decision in writing to the BHHS as to the ranking of the proposals. BHHS awarded this contract to the project sponsor, who is Cross Roads House, Inc., in accordance with 45 CFR Part 74 and 45 CFR Part 92. The BHHS shall be requesting authority to contract with other providers who have also been selected during this competitive process.

A total of ten contracts were awarded funding through the competitive bidding process, nine for homelessness prevention and rapid re-housing and one for a Bureau of Behavioral Health Housing Transition Demonstration Project. Cross Roads House, Inc. was one of nine New Hampshire agencies receiving a competitive award for homelessness prevention and rapid re-housing. The funds shall be used to pay for the eligible costs for providing rapid re-housing services of Cross Roads House, Inc. for homeless individuals and families or individuals and families at risk of homelessness. A comprehensive supportive services network will be provided to meet their unmet housing needs and to promote the ability of participants to live independently. Performance is monitored through the required submission of monthly, quarterly, and annual performance reports regarding the performance of the program and the individuals it serves, as well as ongoing data reporting on the Homeless Management Information System.

HUD requires that the contracts be executed with subgrantees by September 30, 2009. HUD requires a minimum 60% of funds be expended within two years from the date HUD signed the agreement, July 30, 2009. Funds may be subject to recapture and reallocation if not expended timely. The remaining funds must be expended by the end of the third year. To ensure timely expenditure of these funds, BHHS is increasing the minimum expenditure requirement for subgrantees to 70% within the first two years to ensure the 60% threshold is met.

Approval of this submittal is requested to assure compliance with HUD requirements. HUD stipulates that this contract be effective on or before September 30, 2009. The BHHS received the final selection notification of this award on August 8, 2009.

Area served: see attached list.

The source of funds for appropriation 010-095-0832-102-500731 is 100% ARRA federal funds.

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

Respectfully submitted,

Nancy L. Rollins
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

Cross Roads House, Inc.

Service Delivery Area

Rockingham County:

Brentwood
Exeter
Hampton
Kingston & East Kingston
Newington
No. Hampton
Portsmouth
Rye
So. Hampton
Deerfield
Fremont
Hampton Falls
New Castle
Newmarket
Northwood
Raymond
Rye Beach
Stratham
Epping
Greenland
Kensington
Newfields
Newton
Nottingham
Raymond
Seabrook
W. Nottingham

Strafford County:

Barrington
East Rochester
Madbury
Somersworth
Dover
Gonic
Rochester
Durham
Lee
Rollinsford

Awardees and Amounts Awarded

Homelessness Prevention and Rapid Re-Housing – American Recovery and Reinvestment Act of 2009

Provider	*Proposal Category*	*Requested Amount*	*Average Score*	*Award*
Homeless Prevention & Rapid Re-Housing:				
Families In Transition, Inc.	Rapid Re-Housing	$170,765.00	96	$170,765.00
The Way Home	Rapid Re-Housing	$374,970.00	92.75	$374,970.00
Cross Roads House, Inc.	Rapid Re-Housing	$317,850.00	88	$317,850.00
Child and Family Services of NH	Homeless Prevention & Rapid Re-Housing	$545,249.00	87	$545,249.00
Belknap-Merrimack CAP	Homeless Prevention & Rapid Re-Housing	$1,119,195.00	84	$1,119,195.00
Greater Nashua Mental Health Center	Homeless Prevention	$199,458.00	78	$199,458.00
Tri-County CAP, Inc.	Homeless Prevention & Rapid Re-Housing	$921,879.00	75.5	$921,879.00
Southwestern Community Services	Rapid Re-Housing	$453,710.10	75	$109,502.00
Community Services Council of NH	Homeless Prevention & Rapid Re-Housing	$200,176.00	72.75	$0
Southwestern Community Services	Homeless Prevention II	$520,178.07	71	$0
New Hampshire Legal Assistance	Homeless Prevention	$84,998.00	69	$0
Southwestern Community Services	Homeless Prevention I	$307,500.00	68	$0
Town of Jaffrey/Rindge	Homeless Prevention	$274,014.00	67	$0
Community Services Council of NH	Homeless Prevention & Rapid Re-Housing	$135,496.80	60.5*	$184,494.00
Community Improvement Associates	Homeless Prevention & Rapid Re-Housing	$106,448.67	52	$0
Friends of Veterans	Rapid Re-Housing	$142,885.00	50	$0
Friends of Veterans	Homeless Prevention	$108,342.50	46	$0
Veteran Homestead	Homeless Prevention	$75,000.00	44	$0
Harbor Homes, Inc.	Homeless Prevention	$600,000.00	Disqualified**	$0
Harbor Homes, Inc.	Rapid Re-Housing	$500,000.00	Disqualified**	$0
Merrimack Valley Assistance Program	Homeless Prevention	$86,880.00	Disqualified**	$0
Nashua Pastoral Care Center, Inc.	Homeless Prevention & Rapid Re-Housing	$1,044,265.00	Disqualified**	$0
Response to Sexual & Domestic Violence	Rapid Re-Housing	$252,402.00	Disqualified**	$0
Shelter From The Storm	Homeless Prevention & Rapid Re-Housing	$261,222.00	Disqualified**	$0
Strafford County Community Action	Homeless Prevention & Rapid Re-Housing	$658,464.69	Disqualified**	$0
	Total	**$9,461,348.83**		**$3,943,362.00**

*The U.S. Department of Housing and Urban Development mandated that the current Homeless Management Information System must be utilized for Homeless Prevention and Rapid Re-Housing data collection. The Bureau of Homeless and Housing Services worked with Community Services Council of New Hampshire to revise their proposal, including the project plan and budget, and intends to monitor the project closely to insure deliverables are met.

**Proposal Incomplete

Request for Proposals (RFPs) were released on June 3, 2009 and July 17, 2009. Beginning July 17, 2009, the availability of funding was advertised for three days in four newspapers (Manchester Union Leader, Concord Monitor, Laconia Citizen and Foster's Daily Democrat) that covered statewide distribution. In addition, the RFP was posted on the Department of Health and Human Services and the NH American Recovery and Reinvestment Act websites.

Twenty-five (25) separate proposals were received that could be funded through Homelessness Prevention and Rapid Re-Housing (HPRP) Funds from 20 agencies. Seven (7) proposals were disqualified due to incomplete proposals, and eighteen (18) proposals were evaluated and scored.

Criteria for selection included: program complies with statutes, rules and contract provisions; soundness or practicality of (program) approach; staff experience and credentials; Local Service Delivery Area coordination/collaboration; target population meets HPRP focus; how accurate and timely utilization of Homeless Management Information System will be accomplished for this program; program uses clear performance measures to demonstrate outcomes achieved; program demonstrates effective access to mainstream resources; cost effectiveness and leveraging of resources; and detailed budget can support the capacity of the HPRP program proposed.

The reviewers met and presented their final evaluations and scores on August 11, 2009. The review committee teams included the following individuals:

Grant Beckman, Administrator II
Office of Improvement and Integrity
Department of Health and Human Services

Bernard Bluhm, Program Planning and Review Specialist
Bureau of Homeless and Housing Services
Department of Health and Human Services

Dennis D'Ovidio, Administrator III
New Hampshire Hospital Transitional Housing Program
Department of Health and Human Services

Lindy Keller, Resources and Development Administrator
NH Bureau of Drug and Alcohol Services
Department of Health and Human Services

John Morris, Program Administrator
Bureau of Homeless and Housing Services
Department of Health and Human Services

Cheryl Ouellette (Former DHHS employee)

Jessica Sugrue, Child Care Training Specialist
Child Development Bureau
Division for Children, Youth and Families
Department of Health and Human Services

Lee Ustinich, State Planner
Bureau of Behavioral Health
Department of Health and Human Services

Sally Varney, Quality Management Program Manager
Division of Community Based Care Services
Department of Health and Human Services

Subject: Homelessness Prevention and Rapid Re-Housing Funds

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Bureau of Homeless and Housing Services	**1.2 State Agency Address** 105 Pleasant Street Concord, NH 03301
1.3 Contractor Name Cross Roads House, Inc.	**1.4 Contractor Address** 600 Lafayette Road Portsmouth, NH 03801
1.5 Contractor Phone Number (603) 436-2218	**1.6 Account Number** 010-095-0832-102-0731
1.7 Completion Date June 30, 2012	**1.8 Price Limitation** $317,850.00
1.9 Contracting Officer for State Agency Maureen U. Ryan, Bureau Administrator	**1.10 State Agency Telephone Number** (603) 271-5043
1.11 Contractor Signature	**1.12 Name and Title of Contractor Signatory** CHRIS STERNDALE, EXECUTIVE DIRECTOR

1.13 Acknowledgement: State of NH, County of ROCKINGHAM

On 8/27/09, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

SUSAN D. DUCHESNEY
★ NOTARY PUBLIC - NEW HAMPSHIRE ★
My Commission Expires August 31, 2010

1.13.2 Name and Title of Notary or Justice of the Peace

SUSAN D. DUCHESNEY

1.14 State Agency Signature	**1.15 Name and Title of State Agency Signatory** Nancy L. Rollins, Associate Commissioner
1.16 Approval by the N.H. Department of Administration, Division of Personnel ***(if applicable)*** By: N/A	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By:	On: 8/27/09
1.18 Approval by the Governor and Executive Council By:	On:

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

Contractor Initials: GB
Date: 8/25/23

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

Contractor Initials: GP
Date: 6/25/09

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.

Contractor Initials: _____
Date: 8/25/09

NH Department of Health and Human Services

EXHIBIT A

SCOPE OF SERVICES

This Agreement consists of the following documents: EXHIBITS A, B, C, C1, C2, D, E, F, G and H, which are all incorporated herein by reference as if fully set forth herein.

I. Services

A. Based on the continued receipt/availability of federal funds from the U.S. Department of Housing and Urban Development (HUD) Homelessness Prevention and Rapid Re-Housing (HPRP) Funds of Division A, Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and sections 1512, 1515, and 1553 of the Recovery Act, the Contractor shall provide a housing assistance program that shall serve homeless individuals and families, or individuals and families at risk of homelessness.

B. 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.

C. To be eligible for contract services, individuals must be homeless or at risk of homelessness as defined in HUD HPRP regulations. The Contractor must obtain and retain appropriate documentation.

D. The Contractor shall provide these services according to HUD HPRP regulations as outlined in HUD's Notice of Allocation (NOA) Docket No. FR-5307-N-01, and other written HUD policies and directives.

E. 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.

II. Program Reporting Requirements

A. The Contractor shall submit the following reports:

1. Annual Performance Report: Within ten (10) days after the end of the federal fiscal year, an Annual Performance Report (APR) shall be submitted to the BHHS that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The APR shall be in the form required or specified by the State.
2. 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 number of jobs created, the number of jobs retained, the status of Project Activities performed, the outlook for Project Activities prior to the Completion Date, the amount of funds expended and the balance of funds remaining and the changes, if any, which need to be made in the Project or Project Activities. Quarterly reports shall be submitted to the BHHS. Quarterly reports are due no later than three (3) days after the conclusion of the quarter.
3. Federal 1512 Report: A Federal 1512 report shall be submitted to the BHHS within five (5) days after the end of each contracted month with completed required fields according to transparency regulations established in the American Recovery and Reinvestment Act of 2009.
4. Other Reports as requested by the State.

Contractor Initials CPS
Date 8/25/09

B. All programs under this contract are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH-HMIS) or other BHHS approved comparable system. Minimum data elements required by HUD, including entry/exit dates, must be entered within three business days of an individual's entry into the program.

C. Failure to submit the above reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements, or the reallocation of funds.

D. The Contractor agrees to assign sufficient staff to ensure the quality of data and efficient maintenance of data.

E. 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.

III. Contract Administration

A. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.

B. The Bureau Administrator of BHHS, or designee, may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with Contractor performance.

C. The Contractor shall inform BHHS of any staffing changes.

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

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

IV. Financial

A. Based on the continued receipt/availability of federal funds, the Contractor shall utilize $317,850.00 from the HUD HPRP for contract services.

1. $193,929.00 shall be utilized for financial assistance.
   (a) Eligible financial costs include short-term and medium-term rental assistance, rental arrears [up to six (6) months], security deposits, utility deposits, utility payments [up to eighteen (18) months including six (6) months arrearages], moving cost assistance, motel and hotel vouchers [up to thirty (30) days if subsequent housing has been identified but is not immediately available and no appropriate shelter beds are available], and staffing and operating costs associated with implementing eligible financial assistance.
   (b) The resident's name must be on the lease for all HPRP funded rental assistance; an agency may not own the property they are assisting with HPRP funds.
2. $115,469.00 shall be utilized for housing relocation and stabilization services.
   (a) Housing relocation and stabilization services include assisting participants with housing stability and placement.
   (b) Eligible services include case management, outreach and engagement, housing search and placement (including inspections), legal services and credit repair.
3. $700.00 shall be utilized for data collection and evaluation.
   (a) 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 HMIS.
4. $7,752.00 shall be utilized for administrative costs.
   (a) Administrative costs include costs associated with pre-award administration, accounting for the use of funds, preparing HUD reports, program audits, post-award administration and Contractor administration related staff costs.

Contractor Initials CMS
Date 8/25/09

(b) 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.

5. Ineligible costs include mortgage costs and mortgage arrears, construction or rehabilitation, payment of credit card or other consumer debt, car repair or transportation costs, travel costs, medical or dental care and medicines, clothing and grooming, home furnishings, pet care, entertainment activities, work or education related materials, and cash assistance to participants.

Contractor Initials CAS
Date 8/25/09

NH Department of Health and Human Services

EXHIBIT B

PAYMENT METHOD

This contract is funded by the New Hampshire General Fund and/or by federal funds made available under Homelessness Prevention Fund of Division A, Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, and sections 1512, 1515, and 1553 of the Recovery Act, as follows:

NH General Fund:	Not applicable
Federal Funds:	100%
CFDA #:	14.257
Federal Agency:	U.S. Department of Housing and Urban Development
Program Title:	Homelessness Prevention and Rapid Re-Housing Program
Amount:	$317,850.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for financial, housing relocation and stabilization, data collection and evaluation, and administration utilizing funds provided through the HUD HPRP, in an amount not to exceed Paragraph 1.8. of the General Provisions of this Agreement.

2. REPORTS.

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

2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

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

3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with HUD Notice of Allocations (NOA) Docket No. FR-5307-N-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.

Contractor Initials MS
Date 8/4/09

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, data collection and evaluation and administration utilizing funds provided through the HUD HPRP, NOA Docket No. FR-5307-N-01, in an amount not to exceed Paragraph 1.8 of the General Provisions of this Agreement. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Quarterly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review, the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture pursuant to 24 CFR Subsection 576.55 and/or NOA Docket No. FR-5307-N-01 should the Contractor fail to utilize funds timely. The funds authorized to be expended under this Agreement shall be used only for financial, housing relocation and stabilization, data collection and evaluation, and administration costs or reimbursement for expenditures for financial, housing relocation and stabilization, data collection and evaluation, and administration costs, provided by the Contractor for the project period and operating years of the HPRP as approved by HUD and in accordance with the HPRP Regulations, created under Title XII of Division A of the American Recovery and Reinvestment Act of 2009 (ARRA), and published at HUD NOA Docket No. FR-5307-N-01.

4. USE OF GRANT FUNDS.

4.1. The State agrees to provide payment for actual costs up to $317,850.00 as defined by HUD under the provisions of NOA Docket No. FR-5307-N-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.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

Contractor Initials GPS
Date 6/25/09

NH Department of Health and Human Services

EXHIBIT C

SPECIAL PROVISIONS

1. Add the following to Paragraph 5.:

   5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the HUD Notice of Allocation Docket No. FR 5307-N-01, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement.

   5.6. Funds obligated under this Contract may be decreased in accordance with this Contract and NOA Docket No. FR-5307-N-01.

   5.7. Funds obligated under this Contract may not be increased without reallocation from another HPRP source.

2. Add the following to Paragraph 6.1.:

   6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, 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.

3. Add the following to Paragraph 6.:

   6.4. The Contractor certifies as follows:

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

   6.4.2. that no more than 2.5 percent of the grant funds may be used for administrative expenses;

   6.4.3. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin 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;

   6.4.4. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of HUD;

   6.4.5. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);

Contractor Initials CAS
Date 8/25/09

6.4.6. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and

6.4.7. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).

4. 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 HPRP Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds 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.

5. Add the following to Paragraph 9.:

9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.

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

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

9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing; 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

Contractor Initials CBS
Date 8/05/09

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.

6. Replace Paragraph 10. with the following:

10. In the event of any 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 all Project costs incurred, to and including the date of termination. The Termination Report shall contain a detailed financial statement and shall be submitted in two (2) copies to the State.

7. Add the following to Paragraph 20.:

20.1. DEVELOPMENT

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

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

20.2. OPERATION

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

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

20.2.3. The Contractor shall operate the Project as an HPRP with grant funds provided pursuant to this Contract.

Contractor Initials CLS
Date 8/25/09

20.2.4. In the event the Project is not operated as an HPRP, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.

20.2.5. The Contractor shall conduct housing inspections as required by HUD and described in Appendix C, NOA Docket No. FR-5307-N-01.

20.3. HPRP CONVENANTS

20.3.1. Any structure used for HPRP projects may not be owned or leased by the Contractor pursuant to NOA Docket No. FR-5307-N-01.

20.3.2. The covenant required in Paragraph 20.3.1 above must state that the owner is in no way a successor, assign, heir, grantee, lessee, or relative of the Contractor.

20.3.3 The Contractor shall ensure that the assisted unit is leased in the name of the participant household for all assisted households under this contract.

20.4. OTHER PROGRAM REQUIREMENTS

If rental assistance is provided with grant funds, the Contractor shall ensure the following provisions:

20.4.1. rental assistance will be provided exclusively for housing homeless individuals and families or individuals and families at risk of homelessness;

20.4.2. 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;

20.4.3. short-term rental assistance will not exceed rental costs accrued over a period of three (3) months for any one participant household;

20.4.4. medium-term rental assistance will not exceed rental costs accrued over a period of four (4) to eighteen (18) months for any one participant household;

20.4.5. for all participant households receiving short-term rental assistance and needing financial assistance to remain housed, the Contractor will perform an evaluation after a three (3) month period for eligibility to receive up to fifteen (15) additional months of medium-term rental assistance, for a total of eighteen (18) months rental assistance;

20.4.6. the Contractor will certify eligibility a minimum of once every three (3) months for all participant households receiving medium-term rental assistance;

20.4.7. rental assistance will not exceed actual rental costs accrued over a period of eighteen (18) months for any one participant household;

20.4.8. 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

20.4.9. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44.

Contractor Initials JPS
Date 8/25/05

20.5 ADDITIONAL PROGRAM REQUIREMENTS

20.5.1. The Contractor will restrict the use of financial assistance for motel and hotel vouchers to no more than thirty (30) days for any participant household when subsequent rental housing has been identified but is not immediately available for move-in, and no appropriate shelter beds are available.

20.5.2. The Contractor will conduct an assessment of each applicant household using the HPRP universal assessment tool provided by the BHHS and keep a copy of each assessment on file for a minimum of three (3) years after the termination of the contract.

20.5.3 The Contractor will ensure that all staff assigned to administer HPRP related assistance will have read HUD's NOA Docket No. FR-5307-N-01 prior to administering HPRP assistance and will keep a copy of FR-5307-N-01 on file at all times during the administration of the HPRP.

20.6. REPORTING REQUIREMENTS

20.6.1. The Contractor shall meet the minimum HUD HPRP reporting requirements as indicated in the ARRA of 2009, HUD's NOA Docket No. FR-2703-N-01.

20.6.2. The Contractor shall facilitate data collection and reporting through the use of NH-HMIS or a comparable, BHHS approved, client-level database.

20.6.3. The Contractor will comply, upon request by the BHHS and/or HUD to participate in a research and evaluation of HPRPs.

Contractor Initials GBS
Date 8/25/09

NH Department of Health and Human Services

EXHIBIT C1

ADDITIONAL SPECIAL PROVISIONS

1) Effective Date

The parties agree that upon approval by the Governor and Executive Council, this contract shall be effective September 30, 2009.

2) Gratuities or Kickbacks

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

3) Audit Requirement

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

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

4) Credits

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

Contractor Initials CAS
Date 8/15/09

NH Department of Health and Human Services

EXHIBIT C2

AMERICAN RECOVERY AND REINVESTMENT ACT STANDARD TERMS

Notwithstanding any provision of this Agreement to the contrary, the following terms and conditions shall govern and take precedence over any conflicting provision in this Agreement.

1. The Contractor/Grantee shall obtain a DUNS number (www.dnb.com), and register with the Central Contractor Registry (CCR, www.ccr.gov). The Contractor/Grantee shall require any subcontractor/subgrantee to obtain a DUNS number.

The Contractor/Grantee agrees to advertise any sub-contract/sub-grant opportunity arising from this contract/grant to be paid for with American Recovery and Reinvestment Act funds on the State of New Hampshire, Department of Administrative Services "Bidding Opportunities" web site, by completing a bid description form available at:
http://www.sunspot.admin.state.nh.us/statecontracting/Documents/bid_form.doc and submitting it to the Contracting Officer or Grant Manager who will submit the form to purchweb@nh.gov. The bid description form may also be obtained in person from the Office of Economic Stimulus at the State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301, by U.S. mail to 107 North Main Street, State House – Room 208 Concord, New Hampshire 03301. Requests can be made by phone, (603) 271-2121, or by email, NHOES@nh.gov.

2. The Contractor/Grantee, upon entering into any sub-contract/sub-grant to be paid for with American Recovery and Reinvestment Act funds received through this contract/grant for the purpose of carrying out this agreement, agrees to provide the Contracting Officer/Grant Manager and the Office of Economic Stimulus redacted PDF or paper copies of the executed sub-contracts/sub-grants. A copy may be submitted by e-mail to NHOES@nh.gov or by U.S. Mail to 107 North Main Street, State House – Room 208 Concord, New Hampshire 03301 or by delivery to the Office of Economic Stimulus, State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301. The copies provided to the State shall have any proprietary or non-public information, the disclosure of which would constitute an invasion of privacy, redacted. All contracts/grants to individuals and those for amounts of less than $25,000 shall be reported in the aggregate by written narrative in a manner that protects the privacy interests of any individual recipient. The written narrative shall include the purpose of the sub-contract(s)/grant(s), the aggregate amount of the sub-contract(s)/grant(s), and an estimate of the jobs created and the jobs retained by job type, if any, as a result of the sub-contract(s)/grant(s). All contracts/grants awarded using American Recovery and Reinvestment Act funds will be posted on the NH Recovery web site and may be posted on the federal Recovery.gov web site.

3. The Contractor/Grantee shall comply, and require any subcontractor/subgrantee to comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Contractor/Grantee and subcontractor/subgrantee, including, but not limited to:

a. The Contractor/Grantee shall comply with, and shall require any subcontractor/subgrantee to comply with, applicable provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), and applicable federal, rules, orders, regulations and guidelines issued pursuant thereto, as amended from time to time, including, but not limited to:

Contractor Initials CBS
Date 8/11/09

Section 1512 Reporting:

ARRA imposes transparency, oversight and accountability requirements, including, without limitation, the reporting requirements in the Jobs Accountability Act in Section 1512.

Definitions. As used in this Section 1512 reporting clause, the following terms have the meaning set forth below:

Contract: means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications, grants, and cooperative agreements.

First-tier subcontract: means a subcontract awarded directly by a prime contractor whose contract is funded by ARRA.

Jobs created: means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers contractor/grantee positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor/grantee. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

Jobs retained: means an estimate of those previously existing filled positions that are retained as a result of funding by ARRA. This definition covers contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

All jobs created (FTEs) added to all jobs retained (FTEs) should equal the total jobs (FTEs) being paid for with the ARRA contract/grant funds received pursuant to this Agreement by the contractor/grantee. Stated otherwise, all jobs (FTEs) being paid for with funds provided by this agreement minus all jobs created (FTEs) should equal all jobs retained (FTEs). A job cannot be reported as both created and retained.

Total compensation: means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

Contractor Initials CES
Date 8/25/09

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
(5) Above-market earnings on deferred compensation which is not tax-qualified.
(6). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, prerequisites or property if the value for the executive exceeds $10,000.

The Contractor/Grantee shall provide the data needed for Section 1512 reporting monthly in the format defined by the Contracting Officer/Grant Manager. The report format may be changed over time if the federal government issues guidance or establishes requirements for a different format.

Section 1512, at a minimum, requires the following data from the Contractor/Grantee:

(1) An evaluation of the completion status of the project or activity;
(2) An estimate of the number of jobs created by the project or activity by job type;
(3) An estimate of the number of jobs retained by the project or activity by job type;
(4) Total hours of employees working on the project or activity (subtotal by jobs created and existing jobs);
(5) Total wages for employees working on the project or activity (subtotal by jobs created and existing jobs);
(6) For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and
(7) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282), allowing aggregate reporting on awards below $25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

The Contractor/Grantee agrees to provide the following data required by the Federal Funding Accountability and Transparency Act, 31 U.S.C. 6101, for both the contractor/grantee and any subcontractor(s)/subgrantee(s):

(1) The name of the entity receiving the award (must match the name used for establishing the entity's DUNS number and Contractor Central Registry);
(2) The amount of the award;
(3) Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance Number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
(4) The location of the entity receiving the award and the primary location of performance under the award, including the city State, congressional district, and county;
(5) The DUNS number and Central Contractor Registry numbers of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity; and
(6) Any other relevant information specified by the Office of Management and Budget ("OMB"). Currently no further information is being required by OMB.

This contract requires the Contractor/Grantee to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery

Contractor Initials GM
Date 8/15/09

Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to the last day of each month, are due no later than the fifth day of each month.

The Contractor/Grantee shall report the following additional information, to the contracting officer or grant manager identified in this contract/grant in an Excel spreadsheet or paper report in the form provided by the State. The State agrees to provide the Contractor/Grantee with a report form that has pre-filled the data elements known to the State:

(1) The Government contract and order number, as applicable;

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the state;

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar month;

(4) Program or project title, if any;

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure;

(6) An assessment of the contractor's/grantee's progress towards the completion of the overall purpose and expected outcomes or results of the contract/grant (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract/grant (or portion thereof) funded by the Recovery Act;

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar month and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide;

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created by job type and a separate estimate of the number of jobs retained by job type, by the contractor/grantee and separately by any subcontractor(s)/subgrantee(s), in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) If the Contractor/Grantee meets the criteria set forth below, the names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded. This requirement applies only if:

(i) In the Contractor's/Grantee's preceding fiscal year, the Contractor/Grantee received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

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(ii) The public does not have access to information about the compensation of the senior executives 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.

(9) For subcontracts/subgrants valued at less than $25,000 or any subcontracts/subgrants awarded to an individual, or subcontracts/subgrants awarded to a subcontractor/subgrantee that in the previous tax year had gross income under $300,000, the Contractor shall only report the aggregate number of such first tier subcontracts/subgrants awarded in the month and their aggregate total dollar amount.

(10) For any first-tier subcontract/subgrant funded in whole or in part under the Recovery Act, that is over $25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor/subgrantee to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the monthly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor/subgrantee receiving the award and for the subcontractor's/subgrantee's parent company, if the subcontractor/subgrantee has a parent company;

(ii) Name of the subcontractor/subgrantee;

(iii) Amount of the subcontract/subgrant award;

(iv) Date of the subcontract/subgrant award;

(v) The applicable North American Industry Classification System (NAICS) code;

(vi) Funding agency;

(vii) A description of the products or services (including construction) being provided under the subcontract/subgrant, including the overall purpose and expected outcomes or results of the subcontract/subgrant;

(viii) Subcontract/subgrant number (the contract number assigned by the prime contractor);

(ix) Subcontractor's/subgrantee's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable;

(x) Subcontract/subgrant primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable;

(xi) If the Contractor/Grantee meets the criteria set forth below, the names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded. This requirement applies only if;

(A) In the subcontractor's/subgrantee's preceding fiscal year, the subcontractor/subgrantee received:

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives 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;

(11) The contractor/grantee shall require the subcontractor/sub-grantee to register with the federal government Central Contractor Registration (CCR) database at www.ccr.gov.

Inspection:

The Contractor/Grantee agrees that the Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, or of the State of New Hampshire shall have access to and the right to:

(1) Examine any of the Contractor's/Grantee's or any subcontractor's/subgrantee's records that pertain to and involve transactions relating to this contract/grant or a subcontract/subgrant hereunder; and

(2) Interview any officer or employee regarding such transactions. The Contractor/Grantee shall insert a clause containing all the terms of this section, including this paragraph, in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer/Grant Manager under the Government prime contract.

Whistleblower Protection Notice:

ARRA Section 1553 establishes whistleblower protections that apply to the contractor/grantee, and any sub-contractor/subgrantee pursuant to this agreement. The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5). The Contractor shall include the substance of this clause including this paragraph in all subcontracts. The posted notice required by this clause shall include contact information to report fraud, waste, or abuse to the Inspector General of the federal department that is the source of the ARRA funds for this contract/grant, fraud to the New Hampshire Attorney General's Office Criminal Bureau, and waste or abuse to the Office of Economic Stimulus. A notice for this purpose is available at http://www.nh.gov/recovery/.

4. The Contractor/Grantee agrees to comply with the Emergency Economic Stabilization Act of 2008 requirements (as amended in Section 1608 of the Recovery Act), 12 U.S.C. 5217(b), which provide for the inclusion and utilization, to the maximum extent practicable, of minorities (as such term is defined

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in section 1204(c) of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (12 U.S.C. 1811 note)) and women, and minority- and women-owned businesses (as such terms are defined in 12 U.S.C.1441a(r)(4) of this title), and individuals with disabilities and businesses owned by individuals with disabilities;

5. The Contractor/Grantee agrees to comply with the National Environmental Policy Act of 1969 (P.L. 91-190) requirements in Section 1609, including requirements for plans and projects to be reviewed and documented in accordance with those processes; and Executive Order 11514; notification of violating facilities pursuant to Executive Order 11738; protection of wetlands pursuant to Executive Order 11990 and State law; evaluation of flood hazards in floodplains in accordance with Executive Order 11988; assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

6. The Contractor/Grantee agrees to comply with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal assistance, and all State and federal anti-discrimination statutes including but not limited to: Title VI of the Civil Rights Act of 1964,which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; the Age Discrimination Act of 1975 as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L.92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 *et. seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; Executive Order 11246; any other nondiscrimination provisions in ARRA, and any program-specific statutes with anti-discrimination requirements; as well as generally applicable civil rights laws including, but not limited to, the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*; the Americans With Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e *et seq.*, relating to employment rights and preventing employment discrimination; the Equal Educational Opportunities Act, 20 U.S.C. § 1703, prohibiting denial of an equal educational opportunity to an individual on account of his or her race, color, sex, or national origin; the Age Discrimination in Employment Act, 29 U.S.C. § 634, prohibiting age discrimination against persons 40 years of age or older; the Uniform Relocation Act, 42 U.S.C.A. § 4601 et seq., establishing uniform policies to compensate people displaced from their homes or businesses by state and local government programs; and New Hampshire Revised Statutes Annotated Chapter 354-A, prohibiting certain discrimination in employment, in places of public accommodation and in housing accommodations.

7. The Contractor/Grantee agrees to comply with 40 U.S.C. §§ 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. §§ 51–58, Anti-Kickback Act of 1986; 41 U.S.C. § 265 and 10 U.S.C. § 2409 relating to whistleblower protections; the Hatch Act, 5 U.S.C. §§1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds; and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C.

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§§401 *et seq.*), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

8. The Contractor/Grantee agrees to comply with 31 U.S.C. § 1352, relating to limitations on the use of appropriated funds to influence certain Federal contracts and New Hampshire Revised Statute Annotated 15:5 which prohibits to use of funds appropriated or granted by the State for lobbying or electioneering.

Limitations on the use of federal Grant or Contract Funds for Lobbying:

a. The law prohibits Federal funds from being expended by the recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement. The extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement is also covered.

b. Federal-aid contractors, consultants, and grant recipients as well as lower tier subcontractors, subconsultants, and grant sub-recipients are also subject to the lobbying prohibition.

c. To assure compliance, for any contract or grant, including any sub-contract or grant exceeding $100,000 the contractor/grantee and sub-contractor/sub-grantee must submit and update as required a "Disclosure of Lobbying Activities" form, (OMB Standard Form LLL), available at http://www.nh.gov/recovery/library/index.htm.

1. During the grant or contract period, contractors/grantees and sub-contractors/sub-grantees must file disclosure form (Standard Form LLL) at the end of each calendar year in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form.

2. Lower tier certifications should be maintained by the next tier above (i.e. prime contractors/grantees will keep the subcontractors/subgrantee's certification on file, etc.)

3. Standard Form LLL will be provided during contract execution for utilization during the required contract period.

Funds appropriated under the ARRA can, under certain circumstances, be used for grants to nonprofit organizations. However, grants cannot be awarded to a nonprofit organization classified by the Internal Revenue Service as a 501(c)(4) organization unless that organization certifies that it will not engage in lobbying activities, even with their own funds (see Section 18 of the Lobbying Disclosure Act, 2 U.S.C.A § 1611).

9. The Contractor/Grantee agrees to comply with The National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), Executive Order 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et. seq.*); and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes.

10. The Contractor/Grantee, and any subcontractor/subgrantee, shall immediately refer to an appropriate inspector general within the U.S. Department of Housing and Urban Development, Office of the Inspector General, and to the Public Integrity Unit of the New Hampshire Attorney General's Office (603) 271-3671, any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or subgrantee, or other person has submitted a false claim under the False Claims Act or has

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committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

The Contractor/Grantee, and any subcontractor/subgrantee agree to maintain at each worksite and location of work funded by this Agreement a poster describing how to report fraud, waste, or abuse of ARRA funds. A model poster for this purpose, which also incorporates the whistleblower notice requirements, is available at http://www.nh.gov/recovery/.

11 Any funding provided to the Contractor/Grantee pursuant to the Recovery Act that is supplemental to an existing grant is one-time funding.

12. The Recovery Act funds are not eligible for costs incurred prior to the date of obligation.

13. The Contractor/Grantee agrees that in compliance with ARRA section 1604 none of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

14. The Contractor/Grantee agrees to establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

To maximize the transparency and accountability of funds authorized under ARRA as required by Congress and in accordance with 2 CFR 215, subpart ___. 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, the Contractor/Grantee agree to maintain records that identify adequately the source and application of Recovery Act funds.

For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.

Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General, the Government Accountability Office, and the State of New Hampshire.

Where applicable, Recipients will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

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15. Debarment. The Contractor/Grantee by signing this Agreement certifies that the Contractor/Grantee, including all principals, is not currently under debarment or suspension and has not been under debarment or suspension within the past three years, as required by 49 CFR 29.510. The Contractor/Grantee agrees to notify the Contracting Officer/Grant Manager within 30 days of being debarred or suspended from federal government contracts.

16. The Contractor/Grantee certifies by entering into this contract that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this Agreement.

17. The Contractor/Grantee agrees to comply with the prohibitions on the giving of gifts to public officials established by RSA chapter 15-B.

18. The Contractor/Grantee agrees to post any job openings resulting from this contract/grant on the Department of Employment Security NHWorks Job Match System, available at https://nhworksjobmatch.nhes.nh.gov/.

19. The Contractor/Grantee shall cause the provisions of this Exhibit C of the General Provisions to be inserted in all subcontracts for any work or project activities covered by this Agreement so that the provisions will be binding on each subcontractor or subgrantee. The Contractor/Grantee shall take such action with respect to any subcontract as the State, or, the United States, may direct as a means of enforcing such provisions, including without limitation, sanctions for noncompliance.

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Date 8/25/19

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)

600 Lafayette Road, Portsmouth, NH 03801

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

Cross Roads House, Inc. From: 9/30/2009 To: 6/30/2012
(Contractor Name) (Period Covered by this Certification)

CHRIS STEDMAN, EXECUTIVE DIRECTOR
(Name & Title of Authorized Contractor Representative)

(Contractor Representative Signature) (Date) 8/21/09

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: 9/30/2009 through 6/30/2012

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)	(Authorized Contractor Representative Name & Title)
Cross Roads House, Inc.	25 AUG 09
(Contractor Name)	(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.

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Date: 8/2/09

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 (l)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

[signature]	CHRIS STEBBINS, Exec. Dir.
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Cross Roads House, Inc.	25 Aug 09
(Contractor Name)	(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

[signature]	CHRIS STEINMETZ, Exec. Dir.
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Cross Roads House, Inc.	25 Aug 09
(Contractor Name)	(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

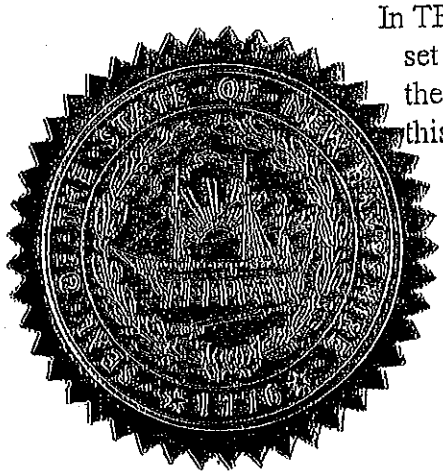
1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Cross Roads House, Inc.	25 Aug 09
(Contractor Name)	(Date)

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 CROSS ROADS HOUSE, INC. is a New Hampshire nonprofit corporation formed March 24, 1982. 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 15th day of April A.D. 2009

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, PAUL McKEON, do hereby certify that:

1. I am the duly elected ~~Clerk~~ VICE PRESIDENT of CROSS ROADS HOUSE, INC.
Name of Corporation
(hereinafter the "Corporation").

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation held on AUG 25, 2009.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Homeless and Housing Services, concerning the following matter: Homelessness Prevention and Rapid Re-Housing funds made available by the American Recovery and Reinvestment Act of 2009.

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of AUGUST 25, 2009.

CHRIS STERNDALE is duly elected (Executive Director) (President) (~~Vice President~~) (~~Treasurer~~) of the Corporation.

(Seal)
(Corporation)

Signature of Board Secretary

State of New Hampshire

County of Rockingham

The foregoing instrument was acknowledged before me this 25th day of August, 2009

by PAUL McKEON
Name of Board Secretary

(Seal)
(Notary Public)

Name:
Title: Notary Public/Justice of the Peace
Commission Expires: 8/2010

SUSAN D. DUCHESNEY
★ NOTARY PUBLIC - NEW HAMPSHIRE ★
My Commission Expires August 31, 2010

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/10/2009

PRODUCER (603)293-2791 FAX: (603)293-7188
E & S Insurance Services LLC
21 Meadowbrook Lane
P O Box 7425
Gilford NH 03247-7425

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Cross Roads House Inc
600 Lafayette Road
Portsmouth NH 03801-5435

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance	
INSURER B: Southern Insurance	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	PHPK371358	12/19/2008	12/19/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	PHPK371358	12/19/2008	12/19/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	PHUB258456	12/19/2008	12/19/2009	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SIC100263603	1/10/2009	1/10/2010	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

State of NH Dept of HHS Bureau of
Homeless, & Housing
Anne Pocock
105 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
F Kenneally/FAIRLE

© ACORD CORPORATION 1988

Hodgdon, Wilson & Griffin
Certified Public Accountants, P.A.

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Cross Roads House, Inc.
Portsmouth, New Hampshire

We have audited the accompanying statements of financial position of Cross Roads House, Inc. as of June 30, 2008 and 2007, and the related statements of activities, functional expenses, and cash flows for the years then ended. These financial statements are the responsibility of Cross Roads House, Inc.'s management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cross Roads House, Inc. as of June 30, 2008 and 2007, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Hodgdon, Wilson & Griffin

September 22, 2008

CROSS ROADS HOUSE, INC.
STATEMENTS OF FINANCIAL POSITION
June 30,

	2008	2007
ASSETS		
CURRENT ASSETS		
Cash	$ 153,993	$ 142,833
Designated cash	230,990	219,948
Accounts receivable	-	443
Grants receivable	52,117	46,871
Refunds receivable	10,635	-
Unconditional promises to give	810,053	586,956
Prepaid expenses	12,040	14,513
Total current assets	1,269,828	1,011,564
PROPERTY AND EQUIPMENT		
Land	98,405	98,405
Buildings and improvements	1,043,937	856,823
Furniture, fixtures & equipment	51,109	50,244
Total property and equipment	1,193,451	1,005,472
Less accumulated depreciation	384,246	350,905
Property and equipment, net	809,205	654,567
OTHER ASSETS		
Long-term unconditional promises to give	900,616	573,590
Marketable securities	380,399	444,781
Endowment investments	137,059	141,909
Designated cash	475,383	68,431
Total other assets	1,893,457	1,228,711
TOTAL ASSETS	$ 3,972,490	$ 2,894,842
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	$ 642	$ 4,477
Accrued payroll items	20,101	20,854
Mortgages payable, current portion	-	7,038
Total current liabilities	20,743	32,369
MORTGAGES PAYABLE, net of current portion	-	27,919
Total liabilities	20,743	60,288
NET ASSETS		
Unrestricted		
Designated	1,086,772	733,160
Undesignated	495,749	795,896
Temporarily restricted	2,232,167	1,163,589
Permanently restricted	137,059	141,909
Total net assets	3,951,747	2,834,554
TOTAL LIABILITIES AND NET ASSETS	$ 3,972,490	$ 2,894,842

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

CROSS ROADS HOUSE, INC.
STATEMENTS OF ACTIVITIES
Years Ended June 30,

	2008	2007
PUBLIC SUPPORT		
Government grants	$ 263,198	$ 281,367
Donations	499,918	366,533
Fund raising, net of direct expenses of $44,634 and $52,810 for years ended June 30, 2008 and 2007, respectively	227,201	201,224
Total public support	990,317	849,124
REVENUES		
Rent and service	614	5,013
Interest and dividends	37,889	27,453
Realized gain/(loss) on disposition of assets	(516)	53,404
Net unrealized investment losses	(71,465)	(16,022)
Total revenues	(33,478)	69,848
Total public support and revenues	956,839	918,972
EXPENSES		
Program services	672,913	593,758
General and administrative	114,177	124,223
Fund raising	116,284	129,940
Total expenses	903,374	847,921
INCREASE IN UNRESTRICTED NET ASSETS	53,465	71,051
TEMPORARILY RESTRICTED NET ASSETS		
Restricted net assets	1,634,277	1,160,546
Restrictions satisfied by payments	(3,043)	(18,343)
Expiration of time restrictions	(562,656)	(268,221)
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	1,068,578	873,982
PERMANENTLY RESTRICTED NET ASSETS		
Investment revenue, net of fees	256	20,894
Distributions	(5,106)	(4,798)
INCREASE (DECREASE) IN PERMANENTLY RESTRICTED NET ASSETS	(4,850)	16,096
INCREASE IN NET ASSETS	1,117,193	961,129
NET ASSETS, Beginning	2,834,554	1,873,425
NET ASSETS, Ending	$ 3,951,747	$ 2,834,554

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

CROSS ROADS HOUSE, INC.
STATEMENTS OF CASH FLOWS
Years Ended June 30,

	2008	2007
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from service recipients and rent	$ 664	$ 6,198
Cash received from support	1,050,372	810,634
Interest and dividends received	37,889	27,453
Cash paid to employees and suppliers	(871,756)	(799,735)
Interest paid	(392)	(1,163)
Net cash provided by operating activities	216,777	43,387
CASH FLOWS FROM INVESTING ACTIVITIES		
Cash received from sale of marketable securities	24,403	522,418
Cash paid for marketable securities	(7,084)	(528,241)
Cash paid for property and equipment	(187,979)	(27,900)
Net cash used by investing activities	(170,660)	(33,723)
CASH FLOWS FROM FINANCING ACTIVITIES		
Cash paid for reduction of debt	(34,957)	(6,831)
Net increase in cash	11,160	2,833
Cash at beginning of year	142,833	140,000
CASH AT END OF YEAR	$ 153,993	$ 142,833
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Increase in net assets	$ 1,117,193	$ 961,129
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Non-cash donations	(24,918)	(4,876)
Net unrealized investment losses	71,465	16,022
Depreciation	33,341	33,859
(Gain) loss on disposition of assets	516	(53,404)
(Increase) decrease in:		
Accounts receivable	443	792
Grants receivable	(5,246)	(41,621)
Refunds receivable	(10,635)	-
Unconditional promises to give	(550,123)	(859,546)
Prepaid expenses	2,473	3,041
Endowment investments	4,850	(16,096)
Designated cash	(417,994)	(2,436)
Increase (decrease) in:		
Accounts payable	(3,835)	1,825
Accrued payroll items	(753)	8,298
Deferred revenue	-	(3,600)
NET CASH PROVIDED BY OPERATING ACTIVITIES	$ 216,777	$ 43,387

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

CROSS ROADS HOUSE, INC.

Mission Statement

At Cross Roads House:

We protect men, women and children of the Greater Seacoast area experiencing homelessness from exposure and hunger.

We provide secure, transitional shelter for those seeking to break the cycle of homelessness.

We support individuals and families by providing them with the opportunity to move with dignity and purpose to stable and decent housing.

CROSS ROADS HOUSE BOARD OF DIRECTORS

Updated 8/10/09

NAME	EMPLOYER	ADDRESS	PHONE	E-MAIL/OTHER	JOINED
Adams, Michael	Self-employed	**Home:** 38 Bayside Road, Greenland, NH 03840	**H:** 373-0547	martbay38@comcast.net	
Bean, Michael	The Bean Group	**Work:** 72 Mirona Rd., Ste 17, Portsmouth, NH 03801 **Home:** 101 Gosport Rd., Portsmouth, NH 03801	**W:** 766-1980 **C:** 661-0021	mb@beangroup.com	2007
Bresette, Suzanne	Bresette + Co.	**Work:** 40 Congress St. Ste. 500, Portsmouth, NH 03801 **Home:** 21 Fern Rd., North Hampton, NH 03862	**W:** 430-0770 x 111 **H:** 964-6398 **C:** 978-857-7056	suzanne@bresette.com	2007
Carella, Mary	The Carella Company	**Work:** 208 Atlantic Ave, No. Hampton, NH 03862 **Home:** 293 Atlantic Ave, No. Hampton, NH 03862	**W:** 964-1100 **H:** 964-5222 **C:** 930-3225	mary@carellaco.com	
Dillon, Denis	McLane, Graf, Raulerson & Middleton	**Work:** P.O. Box 459, 100 Market St, Suite 301, Portsmouth, NH 03801 **Home:** 2112 White Cedar Blvd, Portsmouth, NH 03801	**W:** 334-6921 **H:**	denis.dillon@mclane.com	
Drew, Kathryn	Merrill Lynch	**Work:** 100 Market St.,3rd Floor., Portsmouth, NH 03801 **Home:** 116 Sagamore Road, Rye, NH 03801	**W:** 433-1170 **H:** 431-2251 **C:** 498-4822	kathryn_gill@ml.com	
Gardner, Wes	Self-Employed	**Work:** **Home:** 150 Nathaniel Dr, Portsmouth, NH 03801	**W:** 610-7117 **H:** 422-0925 **C:** 422-3523	wes.taxman@comcast.net	
Hayden, Richard (Chick)	Retired	**Home:** 41 Garland Rd., Rye, NH 03870	**H:** 964-6349 **C:** 817-3266	richard.hayden3@comcast.net	
Hunter, Holly (TREASURER)	Hunter Advisor LLC	**Work:** 500 Market St #6, Portsmouth, NH 03801 **Home:** 44 Starboard Cove Road, Eliot, ME 03903	**W:** 431-1300 **H:**	holly@hunteradvisorllc.com	
Martindale, Vivan	Middle Street Baptist Church	**Work:** 18 Court St., Portsmouth, NH 03801 **Home:** 640 Middle St., Portsmouth, NH 03801	**W:** 436-2337 **H:** 433-2308 **C:** 765-4255	msbcpastor@TTLC.NET	
McKeon, Paul (VICE-PRESIDENT)	Bid2Win Software	**Work:** One New Hampshire Avenue, Suite 209, Portsmouth, NH 03801 **Home:** 42 Country Farm Rd, Stratham, NH 03885	**W:** 570-2501 Ext. 101 **H:** 772-6697 **C:** 231-3205	pmckeon@bid2win.com	
Roy, Jose (SECRETARY)	Visual i|o	**Work:** **Home:** 24 Bayshore Drive, Greenland, NH 03840	**W:** **H:** 373-0589 **C:** 531-9470	josemroy@comcast.net	
Scourby, Lex (PRESIDENT)	Orion Seafood International, Inc.	**Work:** P.O. Box 779, Portsmouth, NH 03802 **Home:** 535 F.W. Hartford Dr. Portsmouth, NH 03801	**W:** 433-2220 **H:** 431-6269 **C:** 498-4887	lex@orionseafood.com	
St. Martin, Joe	Retired	**Home:** 5 Burnt Swamp Rd., E. Kingston, NH 03827	**H:** 642-6652 **C:** (617) 513-0415	joest7553@yahoo.com	2008
Van Patten, David	Dare Mighty Things	**Work:** 1000 Market St., Bldg 1 Ste 102, Portsmouth **Home:** 47 Nantucket Place, Greenland, NH 03840	**W:** 431-4331 **H:** 431-4848 **C:** 498-4331	dvp@daremightythings.com	2007
Worboys, Roger	Retired	**Home:** 591 Bay Road, Durham, NH 03820	**H:** 868-1490	rworboys@comcast.net	2008
Sterndale, Chris	Cross Roads House	**Work:** 600 Lafayette Road Portsmouth, NH 03801 **Home:** 35 Forest St, Dover, NH 03820	**W:** 436-2218 **H:** 749-1853 **C:** 502-7980	chris@crossroadshouse.org	

CHRISTIAN R. STERNDALE

60 Mill Road Durham, NH 03824
603.502.7980 csterndale@gmail.com

CAREER OBJECTIVE

A public sector position that will provide management challenges, opportunities for personal development and advancement, and satisfaction from public service.

EXPERIENCE

2002- Present Executive Director, Cross Roads House, Inc.
2000- 2002 Director of Operations, Cross Roads House, Inc.

- Chief executive of 100-bed not-for-profit homeless shelter and transitional housing program
- Supervise counseling, finance, and maintenance staff, volunteers and interns
- Develop and enforce policies and procedures, respond to resident needs and safety concerns
- Manage physical plant, I.T., public relations, inter-agency collaborations,

- Led successful $4 Million Capital Campaign, soliciting individuals and institutions
- Coordinated major facility reconstruction, supervising design and building teams
- Secured over $1 Million in federal grants, ensured compliance and reporting
- Implemented meal service, off-site housing program, custom database for operations
- Improved relations with government funding sources and regulatory agencies
- Developed and managed to annual budget, finishing 7 of 8 years "in the black"

1995- 1999 General Manager, Staples, Inc.
1992- 1995 Progressive staff and management positions, Staples, Inc.

- Managed all operational functions of $13 million retail location
- Supervised hiring and development of 25-40 associates and managers
- Coordinated multi-store marketing events and store remodeling projects

- Directed two store openings on schedule and below budget
- Reduced inventory losses in all three general management assignments
- Consistently exceeded service and profitability goals- earning two promotions to larger locations

1988-92, 1998, 2000 Various lobbying and campaign staff and consultant positions

- Advocated consumer-friendly energy policy in regulatory and legislative proceedings as Executive Director of the Campaign for Ratepayers Rights
- Conducted research and outreach, recruited volunteers, and planned events as field staff for presidential and congressional campaigns

EDUCATION

University of New Hampshire, B.A. in Political Science, December 1999.

- Academic focus on federal and state governance, economics, and American history

PERSONAL

- Recreational canoeing and fishing
- Former member, City of Dover Ethics Commission
- Member, Rotary Club of Portsmouth

Laura Calhoun

10 Cross St. Kittery, ME 03904 · 603 502 1681 ·
thejonandlaurashow@comcast.net

I am a motivated professional with 8 years in Social Service. I have maintained compassion and discipline while working with the chronically homeless population many of whom are experiencing substance and alcohol abuse, mental health issues and aggressive behavior. I am adept at working with limited materials and resources and can even improvise if necessary as I am quick on my feet and can handle crisis situations calmly and effectively.

AREAS OF STRENGTH

Advocacy and Support Program Implementation Problem Solving Teaching/ Training Experience Program Development Research
Excellent Listening/ Compassion Skills Crisis Intervention

EDUCATION

School of the Museum of Fine Arts · Boston, MA 1990–1993
Sculptor and Metalsmith with a minor in Film

PROFESSIONAL EXPERIENCE

Cross Roads House, Inc. · Portsmouth, NH
2000– Present
Program Director

- Secured and sustained federal grant to fund Homeless Health Care project for Rockingham and Strafford Counties
- Provided individual supervision to a 4 member case management team and 9 direct care staff
- On call for consultation after-hours daily

- Overseeing the implementation of operational policies and procedures, development and revision of policies and procedures.
- Development and evaluation of ongoing and special programs, including transitional program and those provided in conjunction with other agencies.
- Overseeing record keeping of residents and programs, also provide statistical and qualitative program reports
- Developed and maintained relationships with other service providers and funding agencies, with regard to shelter operations and resident life.
- Advocate for residents.
- Recruiting and supervision of interns
- Ensure regulatory compliance
- Supported fundraising efforts through grant seeking, grant writing, donor relations, and public relations.

Fresh Samantha · Saco, ME 1997- 1999

Maine Route Sales Representative

- Ordered and delivered product to retail accounts
- Expanded sales volume
- Operated company truck/ Maintained excellent driving record

APPALACHIAN MOUTAIN CLUB · Pinkham Notch, NH

1993- 1996

Base of the mountain operations

- SOLO certified WFR
- Provided trail/ weather info to visitors
- Assisted trail rescue team

CERTIFICATIONS, TRAININGS AND COURSES

·Non-Violent Crisis Intervention certified- CPI

- Former EMT
- AIDS- Response Seacoast World AIDS Day Award recipient
- NH Homeless Service Providers Award
- The Health Care of Homeless Persons: Communicable Diseases and Common
  Problems in the Shelters and on the Streets
- Ethical Practice across the Lifespan: Working with Children, Adolescents and Elders
- HIV/AIDS, Chemical Dependency, Mental Illness & Housing Conferences
- Personality Disorders in Social Work and Health Care

VOLUNTEER

- NH Veteran's Home- Tilton, NH
- Tilton Youth Center for Autistic Children- Tilton, NH
- Rosie's Place- Boston, MA
- Black Bear Conservation Foundation Ranger Patrol- N. Conway, NH
- Sexual Assault Support Services (SASS)- Portsmouth, NH
- NH Special Olympics- Durham, NH

REFRENCES AVAILABLE UPON REQUEST

BUDGET FORM

Attached is the budget form for the Homelessness Prevention and/or Rapid Re-Housing Program.

Organization Name: Cross Roads House, Inc.
Program Title: Eastern NH Rapid Re-Housing
Facility Type: n/a
Budget Report Period: 9/2009-8/2011

Budget Requirements	Year 1	Year 2	Year 3	Funding Request This Program Sum of all years
Financial Assistance:				
Medium-term Rental	24,120	24,911		$49,031
Motel & Hotel Vouchers				
Moving Cost				
Security Deposits	16,080	16,607		$32,687
Short-term Rental	40,200	41,519		$81,719
Utility Deposits	15,000	15,492		$30,492
Utility Payments				
Financial Assistance Sub-Total:	$95,400	$98,529		$193,929
Housing Relocation and Stabilization Services:				
Case Management & Supervision	43,920	44,943		$88,863
Credit Repair	3,750	3,837		$7,587
Housing Search and Placement	9,400	9,619		$19,019
Legal Services				
Outreach and Engagement				
HR&S Services Sub-Total:	$57,070	$58,399		$115,469
Data Collection and Evaluation:				
Leasing/Purchasing/Licenses				
Data Collection/Analysis/Staff	346	354		$700
HMIS Training				
DC&E Sub-Total:	$346	$354		$700
Subtotal	$152,816	$157,282		$310,098
Administrative Costs: (2.5% Maximum)	$3,820	$3,932		$7,752
Grand Total:	$149,174	$161,214	$0.00	$317,850