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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Karen E. Hebert
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 21, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Merrimack Valley Assistance Program, Inc., VC#157934, Concord, NH, for the provision of a Housing Opportunities for Persons with Acquired Immune Deficiency Syndrome (HOPWA) program offering housing and utility assistance with supportive services to low income persons and their families living with Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS), by exercising a contract renewal option by increasing the price limitation by $203,756 from $800,973 to $1,004,729 to add services required by the U.S. Department of Housing and Urban Development (HUD) and extending the completion date from April 3, 2023 to May 31, 2023, effective retroactive to June 2, 2022, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on April 17, 2019, item #12, as amended with Governor approval on July 10, 2020, and presented to the Executive Council on August 5, 2020, Informational Item #D, and as amended with Governor and Council approval on August 5, 2020, item #16.

Funds are available in the following account for State Fiscal Year 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified. Due to a previous misallocation of the grantee administration costs, a change in the State Fiscal Year 2020 budget was necessary to correct this oversight.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102-500731	Contracts for Prog Svcs	42305210; 42305211; 42305212; 42305213; & 42305214	$59,932	$0	$59,932
2020	102-500731	Contracts for Prog Svcs	42305210; 42305211; 42305212; 42305213; & 42305214	$321,521	($4,907)	$316,614
2021	102-500731	Contracts for Prog Svcs	42305210; 42305211; 42305212; 42305213; & 42305214	$239,726	$0	$239,726

2022	102-500731	Contracts for Prog Svcs	42305210; 42305211; 42305212; 42305213; & 42305214	$179,794	$0	$179,794
2023	074-500589	Grants for Pub Asst & Relief	TBD	$0	$208,663	$208,663
			Total	$800,973	$203,756	$1,004,729

EXPLANATION

The U.S. Department of Housing and Urban Development (HUD) awarded to the Department funding effective, retroactive, to June 2, 2022 for the HOPWA program. This request is **Retroactive** to align with the effective date of the additional HUD funding and to allow the Contractor to receive payment for costs incurred in the provision of HOPWA services retroactive to June 2, 2022. HUD did not open this renewal application until July of 2022. The Department did not receive the notice of award until September 22, 2022.

This request is **Sole Source** because federal regulations require the Department to specify the State's designated Program Sponsor Agency prior to the HOPWA grant award being issued. Annually, HUD releases a Continuum of Care (CoC) Program competition. As part of this competition, the Department, as the Collaborative Applicant, is required to issue a Request for Proposals, through the Continuum, based on the HUD CoC Program Notice of Funding Opportunity (NOFO). HUD subsequently awards funding based on strict federal criteria specifying eligible activities, populations to be served, expected performance outcomes, and time frames for the application competition and subsequent Departmental agreements. The Department receives notification of the awards and signed grant agreements from HUD several months later, at which time, agreements such as the one contained in this request, can be executed.

There are only two (2) vendors in New Hampshire that meet HUD criteria to be eligible to provide these services, and Merrimack Valley Assistance Program, Inc. is the only vendor that serves this region for which the services and funding have been made available. HUD criteria for these service providers include organizational capacity standards, including experience serving individuals with HIV/AIDS, experience administering HOPWA programming, and a history of meeting applicable performance benchmarks for existing or previous HOPWA programs.

The purpose of this request is to add HOPWA funding, per a directive from HUD, for the continued provision of timely supportive services and housing and utility assistance for individuals and families who are low-income and living with HIV/AIDS. This request is also to extend the contract end date by two (2) months to align with the dates specified by HUD.

Through the HOPWA program, the Department seeks to ensure ongoing stable housing and utility assistance for this highly vulnerable population while maximizing the ability of individuals and families to live more independently. Stable housing is closely linked to successful HIV outcomes. With safe, decent, and affordable housing, individuals with HIV are better able to access medical care and supportive services, receive HIV treatment, take HIV medication consistently, and regularly see their health care provider. In order to qualify for this program, individuals must have been diagnosed with HIV/AIDS and meet certain income standards. The Contractor determines if the individual meets the income eligibility standards for the program. The Contractor makes the housing and utility payments directly to landlords for individuals in the HOPWA program.

Approximately 250 individuals will be served between April 1, 2020 and May 31, 2023.

The Department will monitor contracted services using the following tools:

- Required annual compliance reviews; and
- Statistical reports and timely, accurate data entry into the New Hampshire Homeless Management Information System (NH HMIS) relative to outcomes and activities of housing and supportive services programs.

As referenced in Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2, of the original agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) months of the two (2) years available.

Should the Governor and Council not authorize this request, households affected by HIV/AIDS throughout the area served may lose their ability to maintain their current housing and essential supportive services, such as counseling and financial management, which are necessary to maintain housing.

Area served: Manchester, Bedford and Goffstown, New Hampshire. HOPWA-funded services for the Balance of State are provided through a separate federal housing grant administered through the New Hampshire Bureau of Housing Supports by way of a separate contract.

Source of Federal Funds: Assistance Listing Number #14.241, FAIN #NH-H220050

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Housing Opportunities for Persons with Aids (HOPWA) Program Manchester contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Merrimack Valley Assistance Program, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 17, 2019, (Item #12), as amended on August 5, 2020, (Item #D), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
   May 31, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   $1,004,729
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
   Robert W. Moore, Director
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.1., Paragraph 1.1.1. to read:
   1.1.1. This Agreement is funded with 100% Federal Funds from the Housing Opportunities for Persons With AIDS (HOPWA) grant, as awarded by the U.S. Department of Housing & Urban Development (HUD), Office of Community Planning and Development, as follows:

1.1.1.1.	NH General Fund:	0%		
1.1.1.2.	Federal Funds:	100%		
1.1.1.3.	CFDA #:	14.241		
1.1.1.4.	Federal Agency:	U.S. Department of Housing & Urban Development (HUD)		
1.1.1.5.	Federal Office:	Office of Community Planning and Development		
1.1.1.6.	Program Title:	Housing Opportunities for Persons With AIDS (HOPWA)		
1.1.1.7.	Funds allocation under this agreement for HOPWA:			
1.1.1.7.1.	Grant #NH-H15-0020, April 1, 2019 - May 31, 2019:		$5,662	
1.1.1.7.2.	Grant #NH-H18-0019, April 1, 2019 - March 31, 2022:		$713,516	
1.1.1.7.3.	Subtotal Program Funds:		$719,178	
1.1.1.7.4.	April 1, 2019 - March 31, 2022, not to exceed:			$719,178
1.1.1.7.5.	COVID-19 Related Costs:			
1.1.1.7.5.1.	Grant #: NH-H2001W073, April 3, 2020 - April 3, 2023:			$76,888
1.1.1.7.6.	Subtotal Program Funds,	April 1, 2019 - April 3, 2023:		$796,066
1.1.1.7.7.	Grant #NH-H220050,	April 4, 2023 - May 31, 2023:		$208,663
1.1.1.7.8.	Grand Total Program Funds,	April 1, 2019 – May 31, 2023:		$1,004,729

5. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 1., by deleting Subsection 1.2.

6. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 3., Subsection 3.4., Schedule of Payments, to read:

3.4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

3.4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

3.4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

3.4.3. Identifies and requests payment for allowable costs incurred in the previous month.

3.4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

3.4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

3.4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to: dhhs.bhhsfinance@dhhs.nh.gov or mailed to:

3.4.6.1. Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to June 2, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/23/2022
Date

DocuSigned by:
Karen Hebert
Name: Karen Hebert
Title: Division Director

Merrimack Valley Assistance Program, Inc.

11/23/2022
Date

DocuSigned by:
Michael R. Mortimer
Name: Michael R. Mortimer
Title: Pres. of Board

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

OFFICE OF THE ATTORNEY GENERAL

11/23/2022
Date

DocuSigned by:
Jill Perlow
Name: Jill Perlow
Title: Senior Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MERRIMACK VALLEY ASSISTANCE PROGRAM, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 14, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 225153

Certificate Number: 0005782443

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of May A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Ellen Molnar, VP of Merrimack Valley Assistance Program, Inc., hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer Vice President of Merrimack Valley Assistance Program, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 11, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Michael R. Mortimer, President of Merrimack Valley Assistance Program, Inc. (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Merrimack Valley Assistance Program, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 11/23/2022

Ellen H. McCrae
Signature of Elected Officer
Name: Ellen Molnar
Title: Vice President

DocuSign Envelope ID: 248AB360-CD78-41A2-930A-A448F9A891C9

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/06/2022

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

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

PRODUCER	CONTACT NAME: Eleanor Spinazzola	
E & S Insurance Services LLC	PHONE (A/C, No, Ext): (603) 293-2791	FAX (A/C, No): (603) 293-7188
21 Meadowbrook Lane	E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net	
P O Box 7425	INSURER(S) AFFORDING COVERAGE	NAIC #
Gilford NH 03247-7425	INSURER A: Great American Insurance Group	GAIG
INSURED	INSURER B: Wesco Insurance Co	25011
Merrimack Valley Assistance Program Inc.	INSURER C:	
6 Loudon Rd Suite 402	INSURER D:	
	INSURER E:	
Concord NH 03301	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 22 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PAC 4457393 00	07/01/2022	07/01/2023	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 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PAC 4457393 00	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMB 4457394 00	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3595332	07/01/2022	07/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fairley Kennelly

MERRIMACK VALLEY ASSISTANCE PROGRAM

Mission Statement

Merrimack Valley Assistance Program (MVAP) is a non-profit, community-based HIV/AIDS Service Organization helping persons living with HIV/AIDS and their dependents. Its mission is to provide, or help clients gain access to, essential services such as safe and affordable housing, adequate food and nutrition supplements, proper medical and dental care, and behavioral health services, as well as to provide education to the community-at-large.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.

Financial Statements

June 30, 2020 and 2019

and

Independent Auditor's Report

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
FINANCIAL STATEMENTS
June 30, 2020 and 2019

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VACHON CLUKAY
& COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Merrimack Valley Assistance Program, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Merrimack Valley Assistance Program, Inc., which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these 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 audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Merrimack Valley Assistance Program, Inc., as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Vashon Clukay & Company PC

Manchester, New Hampshire
September 3, 2021

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statements of Financial Position
June 30, 2020 and 2019

	2020	2019
CURRENT ASSETS:		
Cash	$ 19,069	$ 5,115
Grants and contributions receivable	155,495	148,096
Accounts receivable	341	2,440
Prepaid expenses	4,656	-
TOTAL CURRENT ASSETS	179,561	155,651
NONCURRENT ASSETS:		
Property, building and equipment (net)	143,429	150,754
TOTAL NONCURRENT ASSETS	143,429	150,754
TOTAL ASSETS	$ 322,990	$ 306,405
CURRENT LIABILITIES:		
Accounts payable	$ 9,390	$ 19,576
Accrued payroll	9,902	6,951
Accrued vacation time	6,806	5,529
Line of credit payable	-	12,000
Current portion of SBA note payable	31,760	
Current portion mortgage note payable	6,419	6,087
Refundable advances	50,492	54,092
TOTAL CURRENT LIABILITIES	114,769	104,235
NONCURRENT LIABILITIES:		
SBA note payable, net of current portion	50,940	
Mortgage note payable, net of current portion	141,587	147,450
TOTAL NONCURRENT LIABILITIES	192,527	147,450
TOTAL LIABILITIES	307,296	251,685
NET ASSETS:		
Without donor restrictions:		
Undesignated	15,694	54,720
TOTAL NET ASSETS	15,694	54,720
TOTAL LIABILITIES AND NET ASSETS	$ 322,990	$ 306,405

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statements of Activities
For the Years Ended June 30, 2020 and 2019

	2020	2019
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
SUPPORT AND REVENUE:		
Grants and contracts	$ 903,729	$ 978,892
Rental income	19,354	19,500
Other revenue	1,557	2,222
Contributions	251	1,602
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	924,891	1,002,216
EXPENSES:		
Program services:		
Case management	854,308	911,548
TOTAL PROGRAM SERVICES	854,308	911,548
Supporting services:		
Management and general	109,609	102,162
TOTAL SUPPORTING SERVICES	109,609	102,162
TOTAL EXPENSES	963,917	1,013,710
DECREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	(39,026)	(11,494)
CHANGE IN NET ASSETS	(39,026)	(11,494)
NET ASSETS - Beginning	54,720	66,214
NET ASSETS - Ending	$ 15,694	$ 54,720

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Functional Expenses
For the Year Ended June 30, 2020

	Program Services	Supporting Services	
	Case Management	Management and General	Total Expenses
SALARIES AND RELATED EXPENSES:			
Salaries and Wages	$ 304,607	$ 63,199	$ 367,806
Contract Labor	63,013		63,013
Total Salaries and Wages	367,620	63,199	430,819
Payroll Taxes	25,048	1,275	26,323
Fringe Benefits	66,427	5,554	71,981
Total Taxes and Benefits	91,475	6,829	98,304
TOTAL PERSONNEL	459,095	70,028	529,123
OTHER EXPENSES:			
Depreciation		7,325	7,325
Dues/Subscriptions	3,411		3,411
Educational	4,490		4,490
Equipment Leases	4,548		4,548
Housing/Utility Assistance	245,409		245,409
Insurance	12,208	3,233	15,441
Interest	6,724	1,631	8,355
Meals and Food Supplies	2,848		2,848
Miscellaneous		4,754	4,754
Office Supplies/Expenses	23,521		23,521
Postage	1,192		1,192
Printing and Copying	2,899		2,899
Professional Fees	18,002		18,002
Equipment Maintenance and Repair	7,828		7,828
Apartment Maintenance and Repair	1,337		1,337
Space and Occupancy	29,090	19,611	48,701
Supportive Services	21,967		21,967
Telephone/Internet	4,091	3,027	7,118
Transportation/Travel	5,648		5,648
TOTAL NON-PERSONNEL	395,213	39,581	434,794
TOTAL EXPENSES	$ 854,308	$ 109,609	$ 963,917

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Functional Expenses
For the Year Ended June 30, 2019

	Program Services	Supporting Services	
	Case Management	Management and General	Total Expenses
SALARIES AND RELATED EXPENSES:			
Salaries and Wages	$ 297,173	$ 45,195	$ 342,368
Contract Labor	61,470		61,470
Total Salaries and Wages	358,643	45,195	403,838
Payroll Taxes	21,960	721	22,681
Fringe Benefits	67,445	4,532	71,977
Total Taxes and Benefits	89,405	5,253	94,658
TOTAL PERSONNEL	448,048	50,448	498,496
OTHER EXPENSES:			
Depreciation		7,477	7,477
Dues/Subscriptions	2,626		2,626
Educational	3,394		3,394
Equipment Leases	4,308		4,308
Housing/Utility Assistance	344,439		344,439
Insurance	9,749	5,333	15,082
Interest	7,945	225	8,170
Meals and Food Supplies	35,733		35,733
Miscellaneous		192	192
Office Supplies/Expenses	8,439	204	8,643
Postage	990	96	1,086
Printing and Copying	540		540
Professional Fees	3,600	4,000	7,600
Equipment Maintenance and Repair	2,730	578	3,308
Apartment Maintenance and Repair	303		303
Space and Occupancy	17,106	31,250	48,356
Supportive Services	6,354		6,354
Telephone/Internet	5,256	2,312	7,568
Transportation/Travel	9,988	47	10,035
TOTAL NON-PERSONNEL	463,500	51,714	515,214
TOTAL EXPENSES	$ 911,548	$ 102,162	$ 1,013,710

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statements of Cash Flows
For the Years Ended June 30, 2020 and 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (39,026)	$ (11,494)
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	7,325	7,477
Net effect of changes in:		
Grants and contributions receivable	(7,399)	(47,574)
Accounts receivable	2,099	(1,285)
Prepaid expenses	(4,656)	806
Accounts payable	(10,186)	8,600
Accrued payroll	2,951	2,151
Accrued vacation time	1,277	506
Net cash used by operating activities	(47,615)	(40,813)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of equipment	-	(10,247)
Net cash used for investing activities	-	(10,247)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net proceeds (payments) on line of credit payable	(12,000)	12,000
Proceeds on SBA note payable	82,700	
Payments on mortgage note payable	(5,531)	(5,900)
Payments on refundable advances	(3,600)	(3,600)
Net cash provided by financing activities	61,569	2,500
NET INCREASE (DECREASE) IN CASH	13,954	(48,560)
CASH - Beginning	5,115	53,675
CASH - Ending	$ 19,069	$ 5,115
Supplemental Disclosures:		
Interest paid	$ 8,355	$ 8,170

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Merrimack Valley Assistance Program, Inc. (the Organization) was organized as a nonprofit entity under Section 501(c)(3) of the Internal Revenue Code. The Organization is a non-profit entity organized for the purpose of providing a variety of supportive services and housing assistance to persons with certain infectious diseases. The Organization includes Greater Manchester AIDS Project, which was formed to provide support and assistance to HIV/AIDS affected individuals and their families in the greater Manchester, New Hampshire, area, and which was acquired by the Organization in 2000. The Organization receives most of its support from government grants and private donations.

The accounting policies of Merrimack Valley Assistance Program, Inc. conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Organization is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor or certain grantor imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional.

The Organization reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets

without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Cash and Cash Equivalents

For the purposes of the Statements of Cash Flows, the Organization considers cash and cash equivalents to include cash on hand and other cash accounts with an original maturity of 90 days or less.

Grants and Contributions Receivable

Unconditional pledges and grants are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges and grants are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional. All contributions and grants receivable are considered current and expected to be received within one year.

Property and Equipment

Property and equipment is recorded at cost for purchased items. Donated property and equipment is record at fair value as of the date of the donation. The Organization's policy is to capitalize assets purchased, built, or leased with a useful life of one year or greater and a cost of $1,000 or more or expenditures for repairs or renovations of $1,000 or more that extend the life of the asset. Maintenance and repairs are charged to expenses as incurred. Depreciation is computed using the straight-line method over estimated lives of three to forty years. Depreciation expense was $7,325 and $7,477 for the years ending June 30, 2020 and 2019, respectively.

Bad Debts

The Organization uses the reserve method for accounting for bad debts. It is the Organization's policy to charge off uncollectible accounts receivable when management determines the receivable will not be collected. No allowance has been recorded for the years ending June 30, 2020 and 2019, because management of the Organization believes that all outstanding receivables are fully collectible.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures during the reporting period. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses

The costs of program and supporting services have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited. The Organization allocates salaries and wages, payroll taxes,

and fringe benefit expenses based on time and effort. All other indirect costs, including professional services, insurance, occupancy, and telephone expenses, are allocated to program services and general administration based on allowability of costs and availability of resources.

Income Taxes

The Organization is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Organization has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Organization to report uncertain tax positions for financial reporting purposes. The Organization had no uncertain tax positions as of June 30, 2020 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

Fair Value of Financial Instruments

Cash, grants and contracts receivable, accounts receivable, accounts payable and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amount which could be realized upon immediate liquidation.

Change in Accounting Principle

The Organization has adopted FASB Accounting Standards Update (ASU) No. 2018-08 *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, which is meant to assist entities in evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions), or as exchange (reciprocal) transactions, and determining whether a contribution is conditional. Adoption of ASU 2018-08 was required for financial statements issued for fiscal years beginning after December 15, 2018. Accordingly, the Organization has adopted the new guidance as of July 1, 2019. The amendments in ASU 2018-08 are applicable only to the portions of revenue or expense not previously recognized, and therefore have no impact on prior-period results or on opening balances of net assets.

NOTE 2—LIQUIDITY AND AVAILABILITY

The Organization regularly monitors the availability of resources required to meet its operating needs and other contractual commitments.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing programs and activities as well as the conduct of services undertaken to support those activities to be general expenditures.

The following table reflects the Organization's financial assets as of June 30, 2020 and 2019, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor restrictions.

Financial assets available for general expenditure within one year of the statement of financial position date, comprise the following:

	2020	2019
Cash	$ 19,069	$ 5,115
Grants and contributions receivable	155,495	148,096
Accounts receivable	341	2,440
Total Financial Assets	174,905	155,651
Less:		
Net assets with donor restrictions	-	-
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	$ 174,905	$ 155,651

In the event of an unanticipated liquidity need, the Entity also could draw upon $28,000 of its available line of credit, as further discussed in Note 8.

NOTE 3—SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

The Organization maintains its cash balances at local financial institutions located in New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation up to a combined total of $250,000 per financial institution as of June 30, 2020. The bank balances may, at times, materially exceed federally insured limits. The Organization has not experienced any losses on such accounts. The Organization had no uninsured cash balance as of June 30, 2020.

NOTE 4—GRANTS AND CONTRIBUTIONS RECEIVABLE

Major funding sources and related receivables for the periods ending June 30, 2020 and 2019 are as follows:

	2020		2019	
	Revenue	Receivable	Revenue	Receivable
Housing and Urban Development	$ 489,999	$ 58,113	$ 567,369	$ 79,982
Other Human Services Grants	273,136	89,483	205,779	48,600
Health and Human Services	131,594	7,899	154,894	16,246
State Grant in Aid			50,850	3,268
Other miscellaneous grants	9,000			
	$ 903,729	$ 155,495	$ 978,892	$ 148,096

NOTE 5—PROPERTY, BUILDING AND EQUIPMENT

Property, building and equipment consist of the following at June 30, 2020 and 2019:

	2020	2019
Land	$ 41,117	$ 41,117
Building and improvements	232,708	232,708
Furniture and equipment	16,935	16,935
Subtotal property, building, and equipment	290,760	290,760
Less accumulated depreciation	(147,331)	(140,006)
	$ 143,429	$ 150,754

NOTE 6—SBA NOTE PAYABLE

During May 2020, the Organization obtained a note payable under the Paycheck Protection Program in the amount of $82,700. Under the terms of the agreement, the Organization is eligible to apply for principal forgiveness in whole or in part by the Small Business Administration under the CARES Act, once certain eligibility criteria had been satisfied. Repayment on any remaining balances following forgiveness are due in equal monthly payments of $4,654 including interest at 1.00%, beginning December 2021, with the entire unpaid balance due effective May 2022. Scheduled repayments of principal, excluding potential principal forgiveness are as follows:

Year Ended June 30,	Principal
2021	$ 31,760
2022	50,940
	$ 82,700

NOTE 7—MORTGAGE NOTE PAYABLE

Notes payable at June 30, 2020 and 2019 consist of the following:

	2020	2019
Note payable to a bank, bearing a variable interest rate, determined every three years, at the Federal Home Loan Bank Boston prime rate plus 3.50%, currently 5.00%, collateralized by a first mortgage on real property and certain bank accounts, due in monthly principal and interest payments, currently $1,138, maturing October 31, 2035.	$ 148,006	$ 153,537

Future maturities of notes payable as of June 30, 2020 are as follows:

Year Ended June 30,	Amount
2021	$ 6,419
2022	6,748
2023	7,093
2024	7,439
2025	7,836
Thereafter	112,471
	$ 148,006

The Organization incurred $8,355 and $8,170 in interest expense on the notes payable during the years ended June 30, 2020 and 2019, respectively.

NOTE 8—LINE OF CREDIT

The Organization has a revolving line of credit with its primary bank in the amount of $28,000 with a variable interest rate at June 30, 2020 and 2019 of 3.75% and 6.00%, respectively. The line is secured by a mortgage on the Organization's real property. The balance due and payable on demand as of June 30, 2020 and 2019 was $0 and $12,000, respectively.

NOTE 9—REFUNDABLE ADVANCES

In previous years a private individual issued the Organization various non-interest-bearing advances with no specific repayment terms. The balance of the Organization's refundable advances under these agreements is $50,492 and $54,092 at June 30, 2020 and 2019, respectively. The amount repaid to the individual from the Organization was $3,600 during each of the year's ended June 30, 2020, and 2019.

NOTE 10—LEASE COMMITMENTS

The Organization is a tenant at will for its office space in Manchester, New Hampshire. Rental expense for the rental lease during 2020 and 2019 was $39,450 and $39,300, respectively.

NOTE 11—COMMITMENTS AND CONTINGENCIES

Contracts with AIDS Service Organizations

The Organization has contracted with several AIDS service organizations to deliver services in various parts of the State of New Hampshire into fiscal year 2021. These commitments total approximately $43,934 at June 30, 2020.

Federal Grants

The Organization receives funds under contracts from State and Federal sources, which require that the Organization use the funds within certain periods and for purposes specified by governing laws and

regulations. If expenses should be found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2020.

NOTE 12—ECONOMIC DEPENDENCY

For the years ended June 30, 2020 and 2019, approximately 97% and 98%, respectively, of the Organization's total support and revenue was derived from five individual grants and contracts. The discontinuation of these grants and contracts would result in a decrease in services provided by the Organization, until alternative revenues could be obtained.

NOTE 13—SUBSEQUENT EVENTS

Subsequent events have been evaluated through September 3, 2021, which is the date the financial statements were available to be issued.

MERRIMACK VALLEY ASSISTANCE PROGRAM

BOARD OF DIRECTORS LIST 2021 - 2022

Michael R. Mortimer, Esq., Pres.

Ellen H. Molnar, CFP, VP, Sec.

Susan Irving, RN, MPH, BSHE, CIC

James R. MacKay, PhD

Kathleen Galligan

John Renzella

Thomas Spratt

DANIEL AMATO

[redacted]

PROFESSIONAL EXPERIENCE

Merrimack Valley Assistance Program – Manchester, NH
Director of Office Operations — **08/2021 – Present**
HIV Case Manager — **04/2021 – 08/2021**

Merrimack Valley Assistance Program (MVAP) is the largest of four HIV/AIDS Service Organizations (ASO) in New Hampshire. With three locations in Concord, Manchester, and Laconia, MVAP has a long-standing history amidst the HIV/AIDS epidemic. MVAP offers case management services, housing assistance, nutrition and meal supplements, supportive services, and community referrals to reduce barriers among clients living with HIV/AIDS.

- Oversee office operations and staff performance at the three locations of MVAP including Laconia, Concord, and Manchester, New Hampshire and ensure that all three locations operate as a single cohesive unit.
- Supervise a staff of 9 individuals with an operating budget of 1.1 million.
- Conduct data and reporting on all MVAP grants and coordinate with all AIDS Service Organizations (ASOs) in New Hampshire to send off reporting to Health Resources and Services Administration (HRSA) and U.S Department of Housing and Urban Development (HUD).
- Compiled demographic and financial data from all four NH ASOs to produce and submit Annual Performance Reports (APRs) to HUD.
- Interface with Grantors and ASOs to ensure they are fully complying with grant requirements, for which MVAP is the Grantee and Project Sponsor and other three ASOs are the sub-grantees.
- Develop, edit, and renew contracts as applicable.
- Develop uniform polices, practices, and procedures that comply with grant and program requirements.
- Hire, train, discipline, and terminate staff.
- Coordinate with community partners and outside vendors so MVAP can utilize their services.
- Direct and oversee all budgetary duties with various grants and develop strategic plans to spenddown if necessary.
- Apply for new grant and funding opportunities – secured MVAP funding for additional housing and support services for clients.
- Implement harm reduction focused prevention and screening through case management and supportive services to 35+ clients – all living with HIV/AIDS.
- Provide housing assistance, nutrition and supplement needs, dental care insurance, and community resource referrals to all clients.
- Collaborate with NH DHHS, insurance companies, medical providers, and community organizations to provide a linkage to care for clients, aimed at reducing new infections and/or transmission, and increasing access to care and treatment.
- Provide and disseminate safer practice materials such as condoms and lubricant, Naloxone, and facilitate access to syringe service programs.
- Provide psychosocial assessments, acuity scales, and service care plans biannually to ensure clients are receiving the highest quality of care and maximizing their health insurance coverage.
- Educate clients on sexual health, behavioral health, and substance use using risk reduction methodologies, and promote related services found throughout the community.
- Review CD4 and Viral Load lab values for all clients – discuss these lab values with them to promote medication adherence and viral load suppression.
- Redeveloped MVAP's website including its marketing, education, and outreach materials.
- Met with realtors and successfully moved MVAP-Concord's location.

NH HIV Planning Group **01/2021 - Present**
Community Stakeholder, Advisory Committee & PrEP Committee

Boston Eligible Metropolitan Area (EMA) Ryan White Planning Council **09/2022 - Present**
Member, Council & Services, Planning, and Evaluation (SPEC) Committee

Amoskeag Health – Manchester, NH **9/2019 - 04/2022**
Sexual Health Educator & Program Facilitator

Supported by both a federal and state grant, the Personal Responsibility Education Program (PREP) engages youth ages 14-19 (or up to 21 if pregnant and/or parenting) in Sullivan County and the Greater Manchester Area to provide a comprehensive sexual health education program designed to reduce adolescent pregnancy and STI's. With over 120 engaged participants per year, responsibilities are focused on program strategy, community outreach, training, and facilitation.

- Expanded relationship with key community partners (GSIL, NH Job Corps, YMCA, and the Manchester School District) to bring visibility the program and resources available to teens.
- Established two new key partners (YWCA and Waypoint) through continuous engagement in the community and building connections with key stakeholders and sharing the positive impact and success of the new program curriculum.
- Primary facilitator for the '*Get Real, Comprehensive Sex Education That Works*' program designed by Planned Parenthood and published by ETR, focused on 11 core lessons including topics such as: sexual health, sexuality & gender, reproductive anatomy, pregnancy prevention methods, and STI's and HIV.
- Overhauled the program training curriculum and reimagined the participant experience including a remote training plan, amended curriculum, and virtual workbooks and activities to ensure program stability during COVID-19.
- Recognized by leaders in the Department of Maternal and Child Health Section within NHDHHS for setting the standard for delivery of virtual sexual health classes in the State of NH.
- Created and launched a comprehensive training program and supporting materials for new facilitators, educators, and interns to ensure consistency in program delivery for participants.
- Increased exposure and visibility for the program resources by managing all social media channels and external messaging through targeted content creation to support community engagement and outreach.
- Summarize and report key program effectiveness data to state and federal contracts at the conclusion of each class.

LGBTQ+ Committee – Amoskeag Health **2019-2022**
Chair

Marketing Committee & Education/Recruitment Committee – Equality Health Center **2021-2022**
Committee Member

Lawrence General Hospital – Lawrence, MA **6/2017 – 9/2020**
Cardiac Monitor Technician/Unit Secretary/Nursing Assistant

- Monitored patient's heart rhythms and functions through cardiac monitoring strips and reported the findings to MDs and RNs.
- Assisted cardiac nurses with patient care and room preparation.
- Conducted EKGs, bladder scans, and took vital signs.
- Registered patients, reviewed consultation requests, and entered anticipated services to patient log.
- Assisted the Charge Nurse with unit responsibilities, such as admissions and discharges.

- Trained new hires and oriented them to our medical floor.

Concord Hospital – Concord, NH **12/2014 - 5/2017**
Patient Registrar

- Performed check-ins by welcoming the visitors and establishing the purpose of their visit.
- Verified and entered patient information into the electronic health record system.
- Coordinated with medical staff to process and direct patients to appropriate departments.

Notable Accomplishments & Relevant Training

- Training of the Educator (TOE) - Planned Parenthood League of Massachusetts (2019)
- Incorporating Social and Emotional Learning into Sexuality Education - Planned Parenthood League of Massachusetts (2019)
- Adolescent Pregnancy Prevention Conference – Family and Youth Services Bureau (2020)
- Advancing Excellence in Transgender Health - Fenway Health (2020)
- Presented for *GLSEN NH* with an inclusive sex education panel (2020)
- National Conference on Social Work and HIV/AIDS - Collaborative Solutions, Inc (2021)
- HUD CARES Act Conference – U.S. Department of Housing and Urban Development (2021)
- National Ryan White Conference on HIV Care (2022)
- Leveraging HOPWA and other Public Funding to Improve HIV Health, Housing, and Employment – U.S. Department of Housing and Urban Development (2022)
- 18th Annual Conference on HIV/AIDS & Aging (2022)

Educational Background

Graduate Certificate, Sexual and Reproductive Health **01/2022 – Present**
Indiana University – Bloomington Expected: 12/2022

Bachelor of Science, Community Health Education **2021**
Southern New Hampshire University

High School Diploma **2014**
Bow High School

Jeannine C. Eaton

[redacted]

Work Experience

2014 – Present – Merrimack Valley Assistance Program, Concord, NH **Bookkeeper**

- Maintain computerized Accounts Receivable, Accounts Payable and Payroll files
- Maintain monthly bank reconciliation and bank deposits
- Perform monthly invoicing for grant reimbursement
- Perform by-weekly payroll
- Process quarterly state and federal payroll report and pay bi-weekly federal payroll deposit

1993 – 2014 – VHG Labs, Inc., Manchester, NH **Bookkeeper/HR Assistant**

- Maintained computerized Accounts Receivable, Accounts Payable and Payroll files.
- Maintained monthly bank reconciliation, and daily bank deposits.
- Reconciled daily credit card deposits.
- Performed by-weekly payroll
- Processed quarterly state and federal payroll report and paid bi-weekly federal payroll deposits.
- Coordinated the transition from manual to computerized accounting using Peachtree Accounting Software.
- Have extensive knowledge of Microsoft Office, NetSuite financial software, QuickBooks and IFS software.

1980-1992 – New Hampshire College and University Council, Manchester, NH **Office Manager**

- Supervised two secretaries.
- Maintained computerized payroll and direct deposit functions, accounts payable and general ledger records.
- Managed monthly bank reconciliation, purchasing, bank deposits, cash receipts ledger; maintained general journal.
- Word Processing Coordinator – Instructed co-workers in the use of word processing and database programs;
- used database software to support office programs which required extensive mailing list and other database needs;
- Coordinated electronic transmission of statistics; aided in setting up new computerized accounting system
- Used this software to maintain weekly accounts payable records and monthly general ledger records.

Education

New Hampshire College, Manchester, NH – Graduated September 15, 1984 – Bachelor of Science Degree in Management Information Systems

Castle Junior College, Windham, NH – Graduated May 30, 1976 – Associate in Business Science Degree

Other Certification

Notary Public – commission expires January 29, 2019

References available upon request

Casey Lever
[redacted]

Summary: Compassionate and highly dedicated individual with 15 + years in childcare and 3 years in the human service field. Willingness to learn and works great individually and as part of a team.

Education:

Granite State College
2011-2015
Bachelor of Science in Psychology
Associate of Science in Psychology

Manchester Community College
2001-2002
Teaching Certificate

Work History:

Families in Transition
Case manager: Shelter and Outreach of an Adult Emergency Shelter
August 2019-May 2021
Job Duties:

- Case Management
- Crisis Management
- Outreach
- All Documentation was done in an Electronic Health Record System
- Collaboration with community organizations

Harbor Homes-Maple Street Shelter
Support Worker
May 20, 2018-October 1, 2018
Job Duties:

- Case Management
- Data entry and manage client files
- Crisis Intervention
- Completing intakes and exits for clients

Fed Ex
Package Handler
August 1, 2017-November 20, 2017
Job Duties:

- Responsible for the physical loading.
- Unloading and/or sorting of packages by hand, including lifting, pushing, pulling, carrying, and placing in a safe and efficient manner.

Kimberly Ann Geraci

[redacted]

Work Experience

Southern New Hampshire Services — February 2015 – Present — Concord, NH

Contracted to the NH Department of Health and Human Services – Division of Economic and Housing Stability

Employment Counselor/Program Specialist – Assessment and Intervention Unit (AIU)

- Provide individualized, time-sensitive, and trauma-informed case management services to statewide TANF recipients who are enrolled in the NH Employment Program and requesting the Family Violence Option good cause waiver, or who are otherwise experiencing barriers related to domestic and/or sexual violence
- Provide case management and crisis intervention services to TANF recipients who are experiencing acute mental health symptoms, and/or are actively using substances or are in recovery
- Conduct needs assessments, using standardized screening tools, to develop individualized service plans with action steps intended to remove barriers and increase a participant's safety, stability, and employability, with a long-term goal of attaining self-sufficiency
- Document and maintain accurate and thorough case notes and electronic files for each client
- Provide clients with referrals to local crisis centers, legal services, behavioral health providers, housing programs, CAP agencies, family resource centers, and other indicated services
- Educate clients regarding other available local, state, and federal assistance programs, and assist them in navigating the application/redetermination processes for benefits through DHHS
- Provide education and training to DHHS staff and external community providers regarding NHEP, AIU services, policies, and procedures
- Train and mentor new staff members within the AIU
- Track and compile client-specific outcomes data to evaluate program effectiveness and related impact

Greater Nashua Mental Health Center — September 2012 – February 2015 — Nashua, NH

Service Access Coordinator and Case Manager – Child and Adolescent Services

- Responded to all requests, referrals, and inquiries regarding new and/or returning clients
- Educated parents/guardians and community members about the agency's services for children, adolescents, and families
- Triaged and scheduled new clients for initial evaluations with therapists
- Provided callers with referrals to other departments and other community agencies as needed
- Obtained insurance information, verified coverage, and educated families regarding their benefits

- Collected and organized data relating to all intake calls, to be reported to the New Hampshire Bureau of Behavioral Health
- Provided targeted case management to patients enrolled in the medication support program
- Performed administrative assistant duties as needed, including front desk coverage, collections, and data entry

AmeriCorps Victim Assistance Program September 2010 – August 2012 Nashua, NH

Contracted to Bridges: Domestic and Sexual Violence Support

Child Advocate

- Provided advocacy and crisis intervention to primary and secondary survivors of domestic violence, sexual assault, childhood sexual abuse, and stalking
- Supported and educated families at Child Advocacy Center (CAC) interviews
- Followed up with families after the CAC interviews to provide case management, support, personal advocacy, and referrals
- Coordinated with the multi-disciplinary team members - including DCYF, law enforcement, and prosecutors - to meet the practical and emotional needs of families
- Attended monthly case review meetings for southern Hillsborough County
- Maintained paperwork and statistics relating to all CAC interviews
- Accompanied survivors to civil, criminal, and family court proceedings
- Co-facilitated support groups for adult survivors of childhood sexual abuse and non-offending caregivers of sexually-abused children

Volunteer Work

Sexual Assault Support Services (now Haven) September 2009 – August 2010 Portsmouth, NH

Client Service Advocate

- Provided validation, education, and support to primary and secondary survivors of sexual violence
- Responded to calls on a 24-hour support line

Education

Marlboro College 2009 Marlboro, VT

Bachelor of Arts – Psychology and American Studies

Sean Tazzioli

Bachelor of Media and Communications Open to Opportunities

[redacted]

I am a Behavioral Health Technician excited to take the skills I have learned into a new field!

Work Experience

Behavioral Health Technician

Avenues Extended Care - Concord, NH
November 2017 to Present

Avenues Extended Care Nov. 2019 - Present
Behavioral Health Technician Concord, NH
- Avenues Extended Care is an intensive recovery program in a residential setting
- As a BHT, I provide logistical support to clients and staff, front-line motivational interviewing, and directly oversee team projects.
- Screened clients for COVID-19 and medical issues
- A track record of successful and highly impactful client interaction and retention in an industry with a high overturn rate
- Trained to work in accordance with HIPAA

New England Recovery and Wellness Nov. 2017-Nov. 2019
Behavioral Health Technician Concord, NH
- N.E.R.A.W. was an inpatient substance abuse counseling center
- Distributed and audited medications
- Followed treatment team goals to provide a high level of HIPAA compliant care

Groundsman

Bartlett Tree Experts - Stamford, CT
June 2013 to August 2015

- Bartlett Tree Experts provides professional tree care services
- As ground crew, I was responsible for on site cleanup and assisting climbing crew in the safe maintenance of properties
- Operated as an integral member of a team in high stress situations

Education

B.A. in Media/Communication

Southern Connecticut State University - New Haven, CT
June 2020

Skills

- Skills: motivational interviewing, Intervention, team leading/management, stress management, driving, media analytics
- Interests: backpacking, camping, hiking, building PC's, yoga, weight lifting, reading science fiction
- Behavioral Health
- Tree Care
- Public Relations
- Motivational Interviewing
- Crisis Intervention
- Behavioral Therapy
- Social Media Management
- Senior Care
- Individual / Group Counseling
- Developmental Disabilities Experience
- Autism Experience
- Data Collection
- Proofreading
- HIPAA
- Social Work

Certifications and Licenses

Licensed Nursing Assistant

October 2019 to December 2019

- As an LNA, I provided hygiene care and physical care for elderly and at risk patients
- Budgeted time to complete goals and provide care on a timed and variable schedule
- Utilized team building techniques to complete goals

American Red Cross First Aid Certification

June 2021 to June 2023

Adult, child, and baby first aid/CPR/AED training.

Assessments

Technical support — Proficient

November 2021

Performing software, hardware, and network operations
Full results: Proficient

Technical support — Proficient

November 2021

Performing software, hardware, and network operations

Full results: Proficient

Medical receptionist skills — Proficient
November 2021

Managing physician schedules and maintaining accurate patient records
Full results: Proficient

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Groups

Media Studies Club, Vice President
June 2013 to May 2015

As VP, I organized informative events about media literacy, impact, and usage. I was actively involved in the presentation of these events and practiced public speaking and audience interaction.

Jordan Lefebvre

Nashua Housing Authority Section 8 Case Manager

[redacted]

Authorized to work in the US for any employer

Work Experience

Section 8 Case Manager

NASHUA HOUSING AUTHORITY - Nashua, NH
April 2021 to Present

- Review client applications for rental assistance.
- Maintain accurate records.
- Determine client eligibility based on income, deduction's and allowances, family composition, and compute housing assistance payments and family rental rates according to U. S. Department of Housing and Urban Development (HUD) regulations.
- Process annual recertification, interim changes and/or moves including obtaining current third party verification of participant information in accordance with program requirements.
- Resolve concerns between tenant, landlord.
- Schedule and conduct group or individual presentations.
- Heavy data gathering and reporting of participant information to HUD.
- Perform other related duties as assigned.
- Strong analytical and problem-solving skills.
- Strong oral and written communication.
- Ability to interpret, apply and enforce program regulations.
- Ability to maintain accurate records.
- Ability to prioritize multiple projects utilizing effective time management skills.
- Ability to perform well under pressure in a fast-paced work environment.
- Ability to work with minimum supervision
- Ability to establish and maintain cooperative working relationships with staff, representatives of local government, program participants, community-based organizations and the public.

Surgical Coordinator/Administrative Assistant

Lighthouse Surgical Suites, LLC - Hollis, NH
February 2021 to April 2021

- Ensuring adequate preparation for surgeries by scheduling the necessary equipment and procedure rooms and maintaining the surgical inventory.
- Understanding surgical procedures, such as the necessary time a surgery takes and the medical staff necessary, in order to properly maintain a surgical schedule.
- Providing patients with Pre & Post Operative directions.
- Managing surgical documents, gathering & inputting patients information, & entering post-surgery data into patients' records
- Ensuring all surgical cases are scheduled in a timely manner in accordance with the

Physician care team.
• Utilizing multiple confidential EMR systems.
• Responsible for opening & closing facility.
• Maintaining fluid communication between Physician office's & facility.
• Handle all cash, check & credit card payments.
• Create documents for clinical staff & business office.
• Manage many excel tracking spreadsheets for record keeping/
• Obtaining prior authorizations for all surgical patients and maintaining communication with many insurance companies.

Medical Receptionist

Southern New Hampshire Medical Center
2018 to 2020

- Organizing, filing & indexing all patient information for scanning & updating.
- Operating a Multi-Line phone system.
- Ability to effectively manage time throughout the day to execute daily job functions.
- Handling all Copayments from patients over the phone & hand to hand transactions.
- Staying compliant with HIPPA guidelines while utilizing multiple Electronic Medical Record Databases.
- Checking in patients & validating patient insurances in preparation for their appointments.
- Checking patients out following appointments with clinical staff.

Bank Teller/Customer Service Representative

TD Bank - Nashua, NH
2015 to 2017

- Presenting financial solutions to both existing & new customers by managing deposits, withdrawals as well as other banking transactions for a high capacity of customers.
- Cross trained in various positions such as Customer Service Representative, Teller 2, & Closing Employee.
- Lead team meetings & supported in training new hire employees.
- Providing great customer service to all customers in a professional manner.
- Consistently exceeded quarterly goal explaining & encouraging bank products & services to consumers.
- Excellent verbal and telephonic communication skills.

Education

High School Diploma

Alvirne High School - Hudson, NH
September 2009 to May 2013

Skills

- Human Resources
- Medical Receptionist
- Recruiting
- Workers' Compensation
- Performance Management

- Employee Orientation
- Payroll Management
- Onboarding
- Customer Relationship Management
- Customer Service
- Employee Evaluation
- English
- EMR Systems
- Billing
- ICD Coding
- Money Handling
- Money Management
- Closing
- Communications
- HIPAA
- CPT Coding
- Management
- ICD-10
- Medical Records
- Medical Billing
- Medical Coding
- Benefits Administration
- Insurance Verification
- Medical Scheduling
- Transcription
- Conflict Management
- Epic
- Interviewing
- Medical Office Experience
- Paylocity
- Sales
- Anatomy Knowledge
- ICD-9
- Medical Terminology
- Financial Report Writing
- Accounting
- Auditing
- Google Suite
- Google Docs
- Analysis Skills

- Case management (1 year)
- Social media management
- Case management (2 years)

Languages

- English - Expert

Assessments

Data entry: Accuracy — Expert
October 2020

Entering data quickly and accurately
Full results: Expert

Medical receptionist skills — Highly Proficient
February 2021

Managing physician schedules and maintaining accurate patient records
Full results: Highly Proficient

Basic attention to detail — Proficient
November 2021

Identifying differences in materials, following instructions, and detecting details among distracting information
Full results: Proficient

Customer focus & orientation — Highly Proficient
April 2020

Responding to customer situations with sensitivity
Full results: Highly Proficient

Basic spreadsheets with Microsoft Excel — Proficient
March 2019

Measures a candidate's knowledge of basic Microsoft Excel techniques, including sorting, formatting, and filtering of columns or rows.
Full results: Proficient

Spreadsheets with Microsoft Excel — Completed
February 2020

Excel knowledge including common tools, PivotTables, conditional & nested formulas, and custom visuals.
Full results: Completed

Work style: Conscientiousness — Proficient
October 2020

Tendency to be well-organized, rule-abiding, and hard-working

Full results: Proficient

Customer service — Completed
October 2020

Identifying and resolving common customer issues
Full results: Completed

Administrative assistant/receptionist — Proficient
November 2021

Using basic scheduling and organizational skills in an office setting
Full results: Proficient

Electronic health records: Best practices — Proficient
February 2020

Knowledge of EHR data, associated privacy regulations, and best practices for EHR use
Full results: Proficient

Case management & social work — Proficient
October 2020

Prioritizing case tasks, gathering information, and providing services without judgment
Full results: Proficient

Working with MS Word documents — Highly Proficient
November 2020

Knowledge of various Microsoft Word features, functions, and techniques
Full results: Highly Proficient

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Merrimack Valley Assistance Program
HOPWA-Manchester Grant

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Daniel Amato	Director of Office Operations	58,000	5%	$ 3,093
Jeannine Eaton	Bookkeeper	26,520	39%	$ 10,400
Casey Lever	Case Manager	43,264	13%	$ 5,766
Kim Geraci	Case Manager	44,000	13%	$ 5,865
Sean Tazzioli	Case Manager	42,000	13%	$ 5,460
Jordan Lefebvre	Case Manager	43,680	13%	$ 5,678

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 8, 2020

His Excellency, Governor Christopher T. Sununu
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Merrimack Valley Assistance Program, Inc., (VC#157934), Concord, NH, to provide housing and utility assistance and supportive services to low income persons and their families living with Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS), by increasing the price limitation by $81,795 from $719,178 to $800,973, effective retroactive to April 3, 2020. 100% Federal Funds.

The original contract was approved by Governor and Council on April 17, 2019, Item #12. The Department will be submitting a future request to Governor and Council to exercise a renewal option and extend the completion date from March 31, 2022, to April 3, 2023.

Funds are available in the following account for State Fiscal Year 2020, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Requested Action – Increase (Decrease)	Revised Budget
2019	102-500731	Contracts for Prog Svc	TBD	$59,932	$0	$59,932
2020	102-500731	Contracts for Prog Svc	TBD	$239,726	$81,795	$321,521
2021	102-500731	Contracts for Prog Svc	TBD	$239,726	$0	$239,726
2022	102-500731	Contracts for Prog Svc	TBD	$179,794	$0	$179,794
			Total	**$719,178**	**$81,795**	**$800,973**

EXPLANATION

This request is **Retroactive** because the U.S. Department of Housing and Urban Development (HUD) requires the amendment effective date to match the start date of the grant, which, in the interest of providing a quick response to the COVID-19 pandemic, HUD dated retroactive prior to the Department receiving the grant award notice. HUD guidelines permit COVID-19 related funds provided through this request to be invoiced retroactive to the grant start date. This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.

The purpose of this request is to provide timely supportive services related to the COVID-19 pandemic, in addition to housing and utility assistance, for low income persons and their families living with HIV/AIDS during the COVID-19 public health crisis. Through this Housing Opportunities for Persons With Acquired Immune Deficiency Syndrome (HOPWA) Program, the Department seeks to ensure ongoing housing and utility assistance, and COVID-19 related supportive services, for this highly vulnerable population while maximizing their ability to live more independently.

The exact number of individuals and families served under this agreement is dependent upon the trajectory of the COVID-19 public health crisis. However, the program is anticipated to support at least twenty (20) households through tenant-based, long-term rental assistance; fifty (50) households through short term rent, mortgage and utility assistance; and one hundred forty (140) households will be served through supportive services, including thirty-six (36) households receiving housing information supports, between April 3, 2020, and April 3, 2023.

The Department will monitor contracted services using the following tools:

- Required annual compliance reviews.
- Statistical reports and timely and accurate data entry into the New Hampshire Homeless Management Information System (NH HMIS) relative to outcomes and activities of housing and supportive services programs.

Area served: Manchester, Bedford and Goffstown, New Hampshire. (HOPWA services for the Balance of State are provided through a separate contract administered through the New Hampshire Bureau of Housing Supports).

Source of Funds: CFDA #14.241, FAIN # NH-H2001W073

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, and 2020-14, and suspend the Manual of Procedures 150, V., B., 1 requirement.

July 10, 2020
Date

Christ T. Sununu
Name: Governor Christopher T. Sununu

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Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

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

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603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 21, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Sole Source** amendment to an existing contract with Merrimack Valley Assistance Program, Inc., (VC#157934), Concord, NH, to provide housing and utility assistance and supportive services to low income persons and their families living with Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS), by exercising a contract renewal option by extending the completion date from March 31, 2022 to April 3, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on April 17, 2019, item #12. Governor Sununu recently approved the addition of $81,795 of Coronavirus Aid, Relief, and Economic Security (CARES) Act funds for timely supportive services and housing and utility assistance for low income persons and their families living with HIV/AIDS during the COVID-19 pandemic (see corresponding Informational Item).

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2019	102-500731	Contracts for Prog Svc	TBD	$59,932
2020	102-500731	Contracts for Prog Svc	TBD	$321,521
2021	102-500731	Contracts for Prog Svc	TBD	$239,726
2022	102-500731	Contracts for Prog Svc	TBD	$179,794
			Total	$800,973

EXPLANATION

This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.

The purpose of this request is to extend the contract to continue providing timely supportive services and housing and utility assistance for low income persons and their families living with HIV/AIDS. Through this Housing Opportunities for Persons With Acquired Immune Deficiency Syndrome (HOPWA) Program, the Department seeks to ensure ongoing housing and utility assistance for this highly vulnerable population while maximizing their ability to live more independently.

The program is anticipated to support at least twenty (20) households through tenant-based, long-term rental assistance; fifty (50) households through short term rent, mortgage and utility assistance; and one hundred forty (140) households will be served through supportive services, including thirty-six (36) households receiving housing information supports, between April 3, 2020 and April 3, 2023.

The Department will monitor contracted services using the following tools:

- Required annual compliance reviews.
- Statistical reports and timely and accurate data entry into the New Hampshire Homeless Management Information System (NH HMIS) relative to outcomes and activities of housing and supportive services programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2 of the original contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the three (3) years available.

Should the Governor and Council not authorize this request, housing and supportive services for low income individuals and their families living with HIV/AIDS may not be available in the Manchester, Bedford and Goffstown areas, and there may be an increase in demand for services placed upon the region's local welfare authorities. It may also cause individuals and their families living with HIV/AIDS to become homeless.

Area served: Manchester, Bedford and Goffstown, New Hampshire. (HOPWA services for the Balance of State are provided through a separate contract administered through the New Hampshire Bureau of Housing Supports).

Source of Funds: CFDA #14.241, FAIN # NH-H2001W073

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

State of New Hampshire Department of Health and Human Services Amendment #1 to the Housing Opportunities for Persons with Aids (HOPWA) Program Manchester Contract

This 1st Amendment to the Housing Opportunities for Persons with Aids (HOPWA) Program Manchester contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Merrimack Valley Assistance Program, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business located at 8 Wall Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 17, 2019, (Item #12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, in accordance with Form P-37, General Provisions, Paragraph 18, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
   April 3, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   $800,973.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
   Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
   603-271-9631.
5. Modify Exhibit A, Scope of Services, Section 4., Contract Administration, by adding Subsection 4.7., to read:
   4.7. The Contractor shall use the funding provided through the Housing Opportunities for Persons with Aids (HOPWA) Program, Manchester, Grant # NH-H2001W073, to respond to the COVID-19 pandemic through the purchase and provision of the following items, including but not limited to:
   4.7.1. Personal Protective Equipment (PPE), sanitizing and cleaning products;
   4.7.2. PPE education and instructions;
   4.7.3. Food, Nutrition and Transportation services, including but not limited to:
   4.7.3.1. Gift cards, groceries and grocery delivery;
   4.7.3.2. Assistance with taxi or Uber fees for employment, medical or general appointments, and shopping;
   4.7.4. Case Management services to assist clients with various items, including but not limited to, those listed above;
   4.7.5. Resource identification and planning services to ensure a rapid response to

emergencies and infectious disease outbreaks;

4.7.6. Leasing assistance for motel or hotel quarantine stays; and

4.7.7. Short-term mortgage, utility and rental assistance due to increased unemployment levels related to the COVID-19 pandemic.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, by adding Subsection 1.1.1., to read:

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

1.1.1.1.	NH General Fund:	0%
1.1.1.2.	Federal Funds:	100%
1.1.1.3.	CFDA #:	14.241
1.1.1.4.	Grant Number:	NH-H2001W073
1.1.1.5.	Federal Agency:	U.S. Department of Housing & Urban Development (HUD)
1.1.1.6.	Federal Office:	Office of Community Planning and Development
1.1.1.7.	Program Title:	Housing Opportunities for Persons With AIDS (HOPWA)
1.1.1.8.	Funds allocation under this agreement for HOPWA;	
1.1.1.9.	COVID-19 Related Costs:	
	April 3, 2020 - April 3, 2023 not to exceed:	$81,795
1.1.1.10.	Total program amount:	$81,795

1.1.2.	Grant #: NH-H170020, March 1, 2018 - February 28, 2021:	$719,178
1.1.3.	Grant #: NH-H2001W073, April 3, 2020 - April 3, 2023:	$81,795
1.1.4.	Total Program Funds; March 1, 2018 - April 3, 2023:	$800,973

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be retroactively effective to April 3, 2020 upon the date of Governor approval.

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

State of New Hampshire
Department of Health and Human Services

7/14/20
Date

Name: Christine Santaniello
Title: Director DEHS

Merrimack Valley Assistance Program, Inc.

7/14/2020
Date

Name: Elizabeth Posey
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

07/14/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

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603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 13, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, and 2020-14, Governor Sununu has authorized the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Merrimack Valley Assistance Program, Inc., (VC#157934), Concord, NH, to provide supportive services during the COVID-19 pandemic to low income persons and their families living with Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS), by increasing the price limitation by $81,795 from $719,178 to $800,973, effective retroactive to April 3, 2020. 100% Federal Funds.

The original contract was approved by Governor and Council on April 17, 2019, item #12.

Funds are available in the following account for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Requested Action – Increase (Decrease)	Revised Budget
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2021	102-500731	Contracts for Prog Svc	TBD	$239,726	$0	$239,726
2022	102-500731	Contracts for Prog Svc	TBD	$179,794	$0	$179,794
			Total	**$719,178**	**$81,795**	**$800,973**

EXPLANATION

The Department requested that the Governor **retroactively** approve this amendment because the U.S. Department of Housing and Urban Development (HUD) requires the amendment effective date to match the start date of the grant, which, in the interest of providing a quick response to the COVID-19 pandemic, HUD dated retroactive prior to the Department receiving the grant award notice. HUD guidelines permit COVID-19 related funds provided through this request to be invoiced retroactive to the grant start date. This item is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.

The purpose of this amendment is to increase funding to provide timely supportive services related to the COVID-19 pandemic, in addition to housing and utility assistance, for low income persons and their families living with HIV/AIDS during the COVID-19 public health crisis. Through this Housing Opportunities for Persons With Acquired Immune Deficiency Syndrome (HOPWA) Program, the Department seeks to ensure ongoing housing and utility assistance, and COVID-19 related supportive services, for this highly vulnerable population while maximizing their ability to live more independently.

The exact number of individuals and families served under this agreement is dependent upon the trajectory of the COVID-19 public health crisis. However, the program is anticipated to support at least twenty (20) households through tenant-based, long-term rental assistance; fifty (50) households through short term rent, mortgage and utility assistance; and one hundred forty (140) households will be served through supportive services, including thirty-six (36) households receiving housing information supports, between April 3, 2020, and April 3, 2023.

The Department will monitor contracted services using the following tools:

- Required annual compliance reviews.
- Statistical reports and timely and accurate data entry into the New Hampshire Homeless Management Information System (NH HMIS) relative to outcomes and activities of housing and supportive services programs.

Area served: Manchester, Bedford and Goffstown, New Hampshire. (HOPWA services for the Balance of State are provided through a separate contract administered through the New Hampshire Bureau of Housing Supports).

Source of Funds: CFDA #14.241, FAIN # NH-H2001W073

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire Department of Health and Human Services Amendment #1 to the Housing Opportunities for Persons with Aids (HOPWA) Program Manchester Contract

This 1st Amendment to the Housing Opportunities for Persons with Aids (HOPWA) Program Manchester contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Merrimack Valley Assistance Program, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business located at 8 Wall Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 17, 2019, (Item #12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, in accordance with Form P-37, General Provisions, Paragraph 18, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
   April 3, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   $800,973.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
   Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
   603-271-9631.
5. Modify Exhibit A, Scope of Services, Section 4., Contract Administration, by adding Subsection 4.7., to read:
   - 4.7. The Contractor shall use the funding provided through the Housing Opportunities for Persons with Aids (HOPWA) Program, Manchester, Grant # NH-H2001W073, to respond to the COVID-19 pandemic through the purchase and provision of the following items, including but not limited to:
     - 4.7.1. Personal Protective Equipment (PPE), sanitizing and cleaning products;
     - 4.7.2. PPE education and instructions;
     - 4.7.3. Food, Nutrition and Transportation services, including but not limited to:
       - 4.7.3.1. Gift cards, groceries and grocery delivery;
       - 4.7.3.2. Assistance with taxi or Uber fees for employment, medical or general appointments, and shopping;
     - 4.7.4. Case Management services to assist clients with various items, including but not limited to, those listed above;
     - 4.7.5. Resource identification and planning services to ensure a rapid response to

emergencies and infectious disease outbreaks;

4.7.6. Leasing assistance for motel or hotel quarantine stays; and

4.7.7. Short-term mortgage, utility and rental assistance due to increased unemployment levels related to the COVID-19 pandemic.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, by adding Subsection 1.1.1., to read:

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

1.1.1.1.	NH General Fund:	0%
1.1.1.2.	Federal Funds:	100%
1.1.1.3.	CFDA #:	14.241
1.1.1.4.	Grant Number:	NH-H2001W073
1.1.1.5.	Federal Agency:	U.S. Department of Housing & Urban Development (HUD)
1.1.1.6.	Federal Office:	Office of Community Planning and Development
1.1.1.7.	Program Title:	Housing Opportunities for Persons With AIDS (HOPWA)
1.1.1.8.	Funds allocation under this agreement for HOPWA;	
1.1.1.9.	COVID-19 Related Costs:	
	April 3, 2020 - April 3, 2023 not to exceed:	$81,795
1.1.1.10.	Total program amount:	$81,795

1.1.2.	Grant #: NH-H170020, March 1, 2018 - February 28, 2021:	$719,178
1.1.3.	Grant #: NH-H2001W073, April 3, 2020 - April 3, 2023:	$81,795
1.1.4.	Total Program Funds, March 1, 2018 - April 3, 2023:	$800,973

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be retroactively effective to April 3, 2020 upon the date of Governor approval.

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

State of New Hampshire
Department of Health and Human Services

7/14/20
Date

Name: Christine Santaniello
Title: Director DEHS

Merrimack Valley Assistance Program, Inc.

7/14/2020
Date

Name: Elizabeth Posey
Title: Executive Director

New Hampshire Department of Health and Human Services
Housing Opportunities for Persons With AIDS (HOPWA) Program Manchester

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

OFFICE OF THE ATTORNEY GENERAL

07/14/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

12 mac

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

March 18, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability to enter into a **retroactive, sole source** agreement with Merrimack Valley Assistance Program, Inc. (vendor # 157934-B001), 8 Wall Street, Concord, NH 03301, to provide supportive services, rental assistance, housing information and mortgage and utility payments to low income persons, and their families, living with Human Immunodeficiency Virus (HIV) / Acquired Immune Deficiency Syndrome (AIDS), in an amount not to exceed $719,178, to be effective **retroactive** to April 01, 2019, upon date of Governor and Executive Council approval, through March 31, 2022. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020 through SFY 2022, upon the availability and continued appropriation of funds in the future operating budgets, with the ability to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

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

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Program Services	TBD	$59,932
2020	102-500731	Contracts for Program Services	TBD	$239,726
2021	102-500731	Contracts for Program Services	TBD	$239,726
2022	102-500731	Contracts for Program Services	TBD	$179,794
			Total	**$719,178**

EXPLANATION

This is a **sole source** agreement because the U.S. Department of Housing and Urban Development (HUD) issued public notice CPD-18-07 on May 09, 2018 for renewal funding requiring the Department to specify the State's designated Housing Opportunities for Persons with Acquired Immune Deficiency Syndrome (HOPWA) Program Sponsor Agency during the federal application process prior to the grant award being issued. The vendor's Federal Renewal Application was scored and approved by HUD, however, HUD did not sign and issue the resultant grant agreement until February 14, 2019 due to an extended federal government shut-down. The Department received, and immediately signed, this grant agreement on February 19, 2019, however the federal delay did not allow sufficient time to complete the contracting process prior to the submission deadline for Governor and Executive Council approval in March. It is therefore necessary to make this agreement **retroactive** to ensure uninterrupted delivery of HOPWA-funded services for the April 01, 2019 grant start date, as specified by HUD.

The purpose of this agreement is to allocate HOPWA Program grant funds, provided to the State by HUD, to homeless, low-income persons, and their families, living with HIV / AIDS as part of a coordinated effort to alleviate homelessness through the provision of supportive services and rent, mortgage and utility assistance to this vulnerable population.

Successful continued renewal of this grant is contingent upon maintaining consistent services and positive service outcomes through an established Sponsor Agency. The Sponsor Agency must be a service provider with both the capacity to serve the Manchester area and with a history of providing services through the HOPWA Program grant. Merrimack Valley Assistance Program, Inc. was awarded the role of the State's Sponsor Agency as a result of a HUD-administered competitive procurement process in 1999, and has successfully provided the required program services since that time.

The initiatives in this program focus on the following services: up to twenty (20) households supported through tenant-based, long-term rent assistance; fifty (50) households receiving assistance with short term rent, mortgage and utility assistance and one hundred forty (140) households provided with supportive services, including thirty-six (36) households receiving housing information services.

The Department ensures contract compliance and provider performance through the requirement of annual compliance reviews, statistical reports and timely and accurate data entry into the New Hampshire Homeless Management Information System (NH HMIS). The NH HMIS is the primary reporting tool for outcomes and activities of the shelter and housing programs funded through the Department.

Should the Governor and Executive Council not authorize this request, housing and supportive services for low income and very low income individuals, and their families, who are living with HIV / AIDS may not be available in the Manchester, Bedford and Goffstown areas, and there may be an increase in demand for services placed upon the region's local welfare authorities. It may also cause individuals and/or families living with HIV / AIDS to become homeless.

Area served: Manchester, Bedford and Goffstown, New Hampshire. HOPWA-funded services for the Balance of State are provided through a separate federal housing grant administered through the New Hampshire Bureau of Housing Supports by way of a separate contract.

Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, Housing Opportunities for Persons with Acquired Immune Deficiency Syndrome Program, grant numbers: NH-H15-0020 and NH-H18-0019, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.241.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Opportunities for Persons with AIDS (HOPWA), Manchester, SS-2019-BHS-05-HOPWA-01

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Merrimack Valley Assistance Program, Inc.		1.4 Contractor Address 8 Wall Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 226-0607	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date 03/31/2022	1.8 Price Limitation $719,178
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Lauren Collins-Wilson		1.12 Name and Title of Contractor Signatory Lauren Collins-Wilson, Executive Director	

1.13 Acknowledgement: State of NH, County of Merrimack

On 3/12/2019, 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
Jeannine C Eaton
[Seal]

JEANNINE C. EATON
MY COMMISSION EXPIRES DEC. 19, 2023
NOTARY PUBLIC
NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace
JEANNINE C. EATON NOTARY PUBLIC

1.14 State Agency Signature Date: 3/20/19	1.15 Name and Title of State Agency Signatory Christine Santaniello, Director, DEHS, DHHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 3/26/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials
Date 3/12/2019

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form 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.

Contractor Initials [illegible]
Date 3/12/2019

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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 XCW

Date 3/12/2019

New Hampshire Department of Health and Human Services
Continuum of Care Program

Exhibit A

SCOPE OF SERVICES

1. Provisions Applicable to All Services

1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Housing Opportunities for Persons with AIDS (HOPWA) Grant. The State has applied for the HOPWA Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the HOPWA Grant.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State, through the Bureau of Housing Supports, has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall submit a detailed description of the language assistance services they will provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date; submitted to:

NH DHHS
Bureau of Housing Supports (BHS)
129 Pleasant Street
Concord, NH 03301

1.4. For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.5. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

1.6. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the HOPWA grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.

1.7. The State's designated HOPWA project sponsor agency is required to review and comply with the following documents, in the course of fulfilling this agreement, including, but not limited to:

1.7.1. HOPWA regulations (24 CFR 574) and related income calculations;

1.7.2. Regulations (24 CFR Part 5.609, _.611 and _.617);

1.7.3. Copies of OMB Circulars A-110 (on grants and agreements), A-102 (on cost principles) and A-133 (on audits) and for governmental agencies, copies of OMB Circulars A-87 (on cost principles) and A-122 (on grants and cooperative agreements);

1.7.4. The schedule and format for data collection and performance reporting; and

1.7.5. The schedule and format for invoicing procedures.

1.8. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit I for Privacy requirements.

1.9. Failure to submit required reports or enter data into NH HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by BHS.

1.10. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.

2. Scope of Services

2.1. The Contractor shall participate in the Coordinated Entry System (CES) of NH for all projects funded by the CoC Program, ESG Program, and HOPWA Program, in accordance with the CoC Program interim rule, 24 CFR Part 578.

2.2. Based on the continued receipt/availability of federal funds, the Contractor shall utilize funding from the U.S. Department of Housing and Urban Development (HUD), Office of Community Planning and Development, HOPWA Grant as indicated in Exhibit B, Method and Conditions Precedent to Payment, of this agreement.

2.2.1. The Contractor shall provide services including, but not limited to, tenant-based, long-term, rental assistance; short-term rent, mortgage and utility assistance; housing information services; supportive services and project administrative costs.

2.2.2. Services shall only be provided to clients who meet the federal eligibility standards for HOPWA services to facilitate the procurement and retention of safe, affordable housing.

2.2.3. The Contractor agrees to provide eligible services in compliance with all HUD regulations detailed in 24 CFR Part 574 – HOPWA.

2.3. The Contractor agrees to comply with the program and budget narratives in the renewal application submitted to HUD. The Contractor shall, directly, or by way of approved subcontractor, provide Human Immunodeficiency Virus and Acquired Immune Deficiency Syndrome (HIV/AIDS) housing opportunities, education, prevention/intervention activities, and supportive services to Greater Manchester.

2.3.1. The Contractor shall make all appropriate referrals needed by service applicants.

2.3.2. The Contractor shall maintain adherence to federal and state confidentiality laws.

3. **Program Reporting Requirements**

3.1. The Contractor shall submit the following reports:

3.1.1. Annual Performance Report: In accordance with 24 CFR 574.520(b). Within 45 (45) days after the end of each 12-month operating period, an Annual Performance Report (APR) shall be submitted to BHS that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. This report shall include all HUD required data and documents and an aggregate summarization of clients served in each activity category. The APR shall be in the form required by HUD and submitted to the HOPWA program administrator at BHS (or a BHS designee) via electronic mail.

3.1.2. Other Reports as requested by the State in compliance with NH HMIS policy.

4. **Contract Administration**

4.1. Technical assistance will be utilized to increase housing availability for persons with HIV/AIDS, provide education to landlords, nonprofit housing developers and public housing authorities, and provide training to case managers and consumers based upon needs assessment findings.

4.1.1. The Contractor shall ensure that cultural competency trainings are conducted for case managers, and other service agency staff.

4.1.2. The Contractor shall ensure that trainings are conducted for new case managers regarding housing resources.

4.1.3. The Contractor shall ensure that quarterly meetings are held with case managers regarding housing needs, resource updates, and service needs.

4.1.4. The Contractor shall ensure that all staff are aware of HUD and HOPWA regulations and requirements, training resources and program guidance available from HUD.

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

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

4.4. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.

4.5. 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.

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

5. **Deliverables**

5.1. Over the grant period, the Contractor shall provide the following services:

5.1.1. A targeted goal of twenty (20) households assisted through tenant-based, long-term rental assistance payments to maintain participants in safe, permanent housing of their choice;

5.1.2. A targeted goal of fifty (50) households assisted through short-term rent, mortgage and utility payments to prevent homelessness. Short-term assistance is to stabilize participants in a brief crisis, to prevent evictions, utility disconnection, or homelessness, or to bridge financial gaps while accessing long-term benefit programs;

5.1.3. A targeted goal of one-hundred-forty (140) households assisted with supportive services including, but not limited to, case management, counseling and other supports essential for participants to access and maintain safe and permanent housing;

5.1.4. A targeted goal of thirty-six (36) households assisted with housing information services including, but not limited to, counseling, information and referrals in assisting eligible persons to locate, acquire, finance and maintain housing; and

5.1.5. Project Administrative Costs including, but not limited to, oversight of HOPWA staff, ongoing assessment of the process of services data collection and reporting, billing, managing accounts and audits.

New Hampshire Department of Health and Human Services
Housing Opportunities for Persons With AIDS

Exhibit B

METHOD AND CONDITIONS PRECEDENT TO PAYMENT

1. **Housing Opportunities for Persons with AIDS, Manchester Program Funding**

1.1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement pursuant to Exhibit A, Scope of Services, the State agrees to pay the Contractor an amount not to exceed Form P-37, Block 1.8, Price Limitation and for the time period specified below.

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

1.2.1. NH General Fund: 0%

1.2.2. Federal Funds: 100%

1.2.3. CFDA #: 14.241

1.2.4. Federal Agency: U.S. Department of Housing & Urban Development (HUD)

1.2.5. Federal Office: Office of Community Planning and Development

1.2.6. Program Title: Housing Opportunities for Persons with AIDS (HOPWA)

1.2.7. Funds allocation under this agreement for HOPWA:

1.2.7.1. April 1, 2019 - May 31, 2019: Grant #NH-H15-0020 not to exceed **SubTotal: $5,662**

1.2.7.2. April 1, 2019 - March 31, 2022: Grant #NH-H18-0019 not to exceed **SubTotal: $713,616**

1.2.7.3. Total amount HOPWA not to exceed **Grand Total: $719,178**

1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.

2. **Financial Reports**

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

2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200.

2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at the following address:

NH DHHS
Bureau of Housing Supports (BHS)
129 Pleasant Street
Concord, NH 03301

2.2. Where the Contractor is not subject to the requirements of 2 CFR part 200, 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 HOPWA regulations, and with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR part 200 and as amended, and in accordance with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.

3.2. Subcontractors: The contractor agrees to request and receive prior written approval from the State to engage any subcontractors under this Agreement, and further agrees to pay the expenses of any subcontractors awarded under this Agreement in accordance with Exhibit A, Scope of Services.

3.3. Payment of Project Costs: The State agrees to utilize funds as provided through the HUD HOPWA Program for tenant-based, long-term, rental assistance; short-term rent, mortgage and utility assistance; housing information services; supportive services and project administrative costs in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 574, HOPWA and all applicable regulations.

3.4. Schedule of Payments: 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. Invoices shall be submitted promptly to the address listed above in section 2.1.2. Exhibit B.

3.5. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, 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.

4. **Use of Grant Funds**

4.1. Conformance to 24 CFR Part 574 Subpart D: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 24 CFR Part 574 Subpart D.

4.2. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council if needed and justified.

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 2 CFR part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B, Section 3.3., Payment of Project Costs and Section 3.4., Schedule of Payments, of this Agreement.

Exhibit B-1 Budget

Bureau of Housing Supports

SFY 2019 Projected Funds carried forward from HOPWA Manchester Federal Grant # NH-H15-0020

NH-H15-0020 Grant Line Item	Current Budget Amount	Projected Balance Remaining in SFY 2019
TBRA	$357,736	$4,692
Supportive Services	$164,846	$0
STRMU	$139,791	$600
Housing Information	$5,600	$0
Project Sponsor Admin	$46,758	$370
Total Project Sponsor Award	$714,731	$5,662

MVAP
Housing Opportunities for Persons with Aids, Manchester
SS-2019-BHHS-05-HOPWA-01

Contractor Initials RCM

Date 3/12/2019

Exhibit B-1 Budget

Detailed Project Budget & Housing Outputs (each organization)

Name of organization:	Merrimack Valley Assistance Program			
Type:	Grantee: ☐; Project Sponsor: ☒	If applicable:	Faith based: ☐	Grassroots: ☐

B.	Eligible Activity		HOPWA Request			
			Yr. 1	Yr. 2	Yr. 3	Totals:
Facility Development (new applications only)	1. Acquisition Description:	Budget				
		# of Units				
	2. Rehabilitation/Repair/Conversion Description:	Budget				
		# of Units				
	3. New Construction (Community Residences & SRO dwellings only) Description:	Budget				
		# of Units				
	Type of Facility: Short-term shelter ☐; Transitional housing ☐; Community residence ☐; SRO dwelling ☐; or other permanent supportive housing ☐					
Facility Operations	4. Operating Costs for Housing Facility Description:	Budget				
		# of Units				
	5. Leasing Description:	Budget				
		# of Units				
TBRA	6. Tenant-Based Rental Assistance Payments Description: Long-term rental assistance for participants, to maintain safe, permanent housing in location of their choice	Budget	$105,256	$105,256	$105,256	$315,768
		# of Households	17	17	17	20
STRMU	7. Short-Term Rent, Mortgage & Utility Payments to Prevent Homelessness /Description: Short-term financial aid to stabilize participants in a brief crisis, to prevent evictions, utility disconnection, or homelessness, or bridge gap while accessing long-term benefit programs.	Budget	$52,447	$52,447	$52,446	$157,340
		# of Households	41	41	41	50
Support Services	8. Supportive Services Costs Description: Case management, counseling, and other supports essential for participants to access and maintain safe and permanent housing.	Budget	$62,713	$62,713	$62,713	$188,139
		# of Households	125	125	125	140
Other Program Expenses	9. Housing Information Services Description: Housing information and referrals to assist eligible persons in effort to locate, acquire, finance and maintain safe, affordable permanent housing	Budget	$1864	$1863	$1863	$5,590
		# of Households	18	18	18	36
	10. Permanent Housing Placement Services Description:	Budget				
		# of Households				
	11. Resource Identification to Establish, Coordinate, & Develop Housing Assistance Description:	Budget				
	12. Other Housing Activity (Approved by HUD) Description:	Budget				
		# of Units				
Administrative Expenses	13. Grantee's Administrative Costs Description:	Budget				
	14. Project Sponsor's Administrative Costs Description: Oversight of HOPWA staff, ongoing assessment of services, data collection, annual performance reporting, billing, managing accounts and audits	Budget	$15,560	$15,560	$15,559	$46,679

Total HOPWA Approved Budget
Grant #NH-H18-0019 **$713,616**
SFY 2019 Projected Funds carried forward from HOPWA Manchester Grant #NH-H15-0020 **+ $6,662**
Grand Total Approved Budget for HOPWA Manchester 4/1/19 – 3/31/2022 **$719,178**

MVAP
Housing Opportunities for Persons with Aids
SS-2019-BHHS-05-HOPWA-01

Contractor Initials _____
Date 3/12/2019

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

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

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

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports**: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services**: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations**: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48. CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. **Contract Definitions:**

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

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

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

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

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

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

1.2. Section 10, Termination, is amended by adding the following language:

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

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

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

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

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

1.3. Subparagraph 3, Section 3.1 of the General Provisions of this Contract, Effective Date/Completion of Services is amended to read as follows:

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 as indicated in block 1.18, this Agreement, and all obligations of the parties hereunder, shall become effective on April 1, 2019 ("Effective Date").

2. **Renewal**

2.1. The Department reserves the right to extend this agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. 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;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. 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);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. 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;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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

Vendor Initials [illegible]
Date 3/12/2019

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. 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
   1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)
170 Lowell St., Manchester, Hillsborough County, NH 03104

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

Vendor Name: Merrimack Valley Assistance Program

03/12/2019
Date

Lauren Collins-Wilson
Name: Lauren Collins-Wilson
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Vendor 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

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.

Vendor Name: Merrimack Valley Assistance Program

03/12/2019
Date

Lauren Collins-Wilson
Name: Lauren Collins-Wilson
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials [illegible]
Date 3/12/2019

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

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. 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;
    - 11.3. 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 (I)(b) of this certification; and
    - 11.4. 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.

12. 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

13. 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:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. 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).

14. 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.

Vendor Name: Merrimack Valley Assistance Program

03/12/2019
Date

Lauren Collins-Wilson
Name: Lauren Collins-Wilson
Title: Executive Director

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor 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:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman. . . .

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Merrimack Valley Assistance Program

03/12/2019
Date

Lauren Collins Wilson
Name: Lauren Collins Wilson
Title: Executive Director

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 Vendor 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 Vendor 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.

Vendor Name: Merrimack Valley Assisted Program

03/12/2019
Date

Lauren Collins-Wilson
Name: Lauren Collins-Wilson
Title: Executive Director

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

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

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Merrimack Valley Assistance Program
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Lauren Collins-Wilson
Name of Authorized Representative	Name of Authorized Representative
Director, DEHS	Executive Director
Title of Authorized Representative	Title of Authorized Representative
3/20/19	03/12/2019
Date	Date

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

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

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

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

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

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

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

Vendor Name: Merrimack Valley Assistance Program

3/12/2019
Date

Name: Lauren Collins-Wilson
Title: Executive Director

Vendor Initials

Date 3/12/2019

FORM A

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

1. The DUNS number for your entity is: 171294832

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov