

ARC

0 MAY 02 '23 AM 10:26 RCU

26



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 27, 2023

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 for Behavioral Health, to enter into a contract with Merrimack Valley Assistance Program, Inc. (VC# 157934), Concord, NH, in the amount of \$1,097,211 to provide supportive services, rental assistance, housing information, and mortgage and utility payments to income-eligible individuals, and their families, living with HIV/AIDS, with the option to renew for up to five (5) additional years, effective June 1, 2023, or upon Governor and Council approval, whichever is later, through June 30, 2025. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

05-95-42-423010-79270000 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	Total Amount
2023	074-500589	Grants for Pub Asst and Relief	42305168-42305173,42305223-42305227	\$43,887
2024	074-500589	Grants for Pub Asst and Relief	42305168-42305173,42305223-42305227	\$526,662
2025	074-500589	Grants for Pub Asst and Relief	42305168-42305173,42305223-42305227	\$526,662
			Total	\$1,097,211

EXPLANATION

The purpose of this request is to provide supportive services to include rental assistance, housing information, supportive services and mortgage and utility payments to income-eligible individuals living with HIV/AIDS, and their families who are experiencing homelessness or are at risk of homelessness and are in need of supportive services and/or rent, mortgage and utility assistance to help maintain safe, decent and affordable housing through the Housing

Opportunities for Persons with AIDS (HOPWA) program, which is a federally-funded grant from the U.S. Department of Housing and Urban Development (HUD). HOPWA was created in the AIDS Housing Opportunities Act, a part of the Cranston-Gonzales National Affordable Housing Act of 1990, to provide housing assistance and related supportive services for low income people living with HIV/AIDS, and their families. According to the Centers for Disease Control and Prevention, approximately 1.2 million people in the United States have HIV, and approximately 13% do not know they have the infection. According to the NH Division of Public Health Services, as of 2020 there were 1,328 people living with HIV in NH, with 33 of those being people newly diagnosed with HIV. For people living with HIV/AIDS, housing is healthcare. The HOPWA program is designed to provide that housing assistance and related supportive services for low income people living with HIV/AIDS and their families. It also facilitates community efforts to develop comprehensive strategies to address HIV/AIDS housing need, and assists communities to create housing strategies to prevent these individuals from becoming homeless or unstably housed. With improvements in drug therapies and medical care reducing the number of deaths, people are living longer with HIV/AIDS; therefore, there is an increasing demand for essential supportive services, including housing.

Approximately 1,425 individuals and their families will be served during State Fiscal Years 2023, 2024, and 2025. This number is higher than the total number of people with HIV in NH because these funds also support the family members of eligible HOPWA recipients.

The target population is limited to income-eligible individuals living with HIV/AIDS, and their families, who are experiencing homelessness or are at risk of homelessness and are in need of supportive services and/or rent, mortgage and utility assistance to help maintain safe, decent and affordable housing. Individuals living with HIV/AIDS are at higher risk of experiencing homelessness due to health care costs or loss of employment as a result of frequent health-related absences, and stable housing is closely linked to better HIV-related health outcomes.

HOPWA eligibility established by law is that a person must demonstrate their HIV positive status or AIDS diagnosis and the low-income status for the eligible person and their family. To protect the confidentiality of HOPWA participants, the vendor is not required to enter data into the Homeless Management Information System. The vendor instead integrates their data into the Ryan White CARE Act data system provided the system meets HMIS program specific data elements/standards and protects client confidentiality.

The Contractor will provide supportive services to the target population, which are intended to remove barriers to securing and maintaining permanent, safe, decent and affordable housing of their choice, while accessing medical care. Supportive services will provide income-eligible individuals with assistance through Permanent Housing Placement (PHP), Tenant-Based Rental Assistance (TBRA) and Short-Term Rent and Short Term Rent, Mortgage, and Utility (STRMU) assistance payments in order to prevent homelessness; provide stabilization in times of time-limited crisis to prevent eviction; and bridge financial gaps while working to access long-term benefit programs.

The Contractor will provide housing information services that include counseling, information and referral services to assist income-eligible individuals to locate, acquire, finance and maintain housing; identify fair housing guidance regarding discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or handicap; and be provided with housing counseling, as defined in 24 CFR 5.100, that is funded with or provided in connection with HOPWA funds and carried out in accordance with 24 CFR 5.111.

The Contractor will also provide supportive services and referrals to remove barriers to accessing medical care, mental health care, assessment of housing needs; permanent housing placement, substance use disorder treatment and counseling, day care, personal assistance,

nutritional services and local, state, and federal government benefits and services. These health services are only be provided to individuals with HIV/AIDS or related diseases and are not for family members of these individuals.

The Contractor will participate in the Coordinated Entry System (CES) of NH in accordance with the Continuum of Care (CoC) Program interim rule, 24 CFR Part 578 and 24 CFR Part 574.

The Department will monitor services by ensuring the Contractor adheres to all federal terms and conditions, performance measures, and reporting requirements.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from February 15, 2023 through March 10, 2023. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.2., of the attached agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

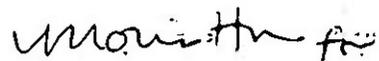
Should the Governor and Council not authorize this request, individuals living with HIV/AIDS and their families may experience coexisting barriers to critical services which could result in increased homelessness and housing insecurity and negatively impact the overall health and wellbeing among those in need of these life-sustaining services.

Area served: Manchester Continuum of Care coverage area and the Balance of State Continuum of Care coverage area.

Source of Federal Funds: Assistance Listing Number #14.241, FAIN# NH-H220050 and NH-H210001.

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

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFA-2023-DBH-02-HOUSI-01

Project Title Housing Opportunities for Persons with AIDS

	Maximum Points Available	Merrimack Valley Assistance Program
Technical		
Q1 - Ability	30	22
Q2 - Experience	30	24
Q3 - Knowledge	20	17
Q4 - Capacity	20	18
TOTAL POINTS	100	81

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost*

	Reviewer Name
1	Heidi Young
2	Travis Newton
3	Jessica Dow
4	Taylor Parent
5	Lisa West

	Title
	Program Planning and Review Specialist
	Covid 19 Homeless Outreach Service Coordinator
	Business Administrator
	Health Promotion Advisor
	Quality Coordinator

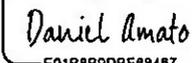
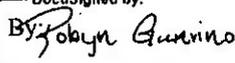
Subject: Housing Opportunities for Persons with AIDS (RFA-2023-DBH-02-HOUSI-01)

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 New Hampshire 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 05-95-42-423010-79270000	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$1,097,211
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  E01B889DBE68467... Date: 4/27/2023		1.12 Name and Title of Contractor Signatory Daniel Amato Executive Director	
1.13 State Agency Signature DocuSigned by:  FC9D05B04C83442... Date: 4/27/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: _____ Attorney  On: 4/28/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended 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 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon G&C approval or June 1, 2023, whichever is later. ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to five (5) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide housing assistance and supportive services to income-eligible individuals living with HIV/AIDS, and their families, who are experiencing homelessness or are at risk of homelessness and are in need of supportive services and/or rent, mortgage, and utility assistance to help maintain safe, decent, and affordable housing, to reduce the risk of homelessness, and to improve access to health care and supportive services.
- 1.2. The Contractor must ensure services are available in the Manchester Continuum of Care coverage area and the Balance of State Continuum of Care coverage area.
- 1.3. For the purposes of this Agreement, all references to days to mean calendar days, excluding state and federal holidays.
- 1.4. The Contractor must:
 - 1.4.1. Provide supportive services and assistance to the covered population including, but not limited to:
 - 1.4.1.1. Permanent Housing Placement (PHP).
 - 1.4.1.2. Tenant-Based Rental Assistance (TBRA).
 - 1.4.1.3. Short-Term Rent, Mortgage and Utility (STRMU) assistance, in order to maintain participants in safe, permanent housing of their choice, with STRMU assistance payments including, but not limited to:
 - 1.4.1.3.1. Assistance through short-term rent.
 - 1.4.1.3.2. Mortgage and utility payments to prevent homelessness.
 - 1.4.1.3.3. Short-term assistance intended to stabilize participants in a brief crisis, to prevent evictions, utility disconnection, or homelessness.
 - 1.4.1.3.4. Assistance to bridge financial gaps while the participant is working to access long-term benefit programs.
 - 1.4.1.4. Housing Information Services including, but not limited to:
 - 1.4.1.4.1. Counseling.
 - 1.4.1.4.2. Providing information and referral services to assist an eligible person to:
 - 1.4.1.4.2.1. Locate, acquire, finance, and maintain housing;

Da

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT B**

- 1.4.1.4.2.2. Identify fair housing guidance regarding discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or handicap; and
- 1.4.1.4.2.3. Be provided with housing counseling, as defined in 24 CFR 5.100; that is funded with or provided in connection with HOPWA funds and carried out in accordance with 24 CFR 5.111.
- 1.4.2. Provide supportive services and referrals intended to remove barriers to maintaining permanent housing and accessing medical care, for topics including, but not limited to:
 - 1.4.2.1. Health.
 - 1.4.2.2. Mental health.
 - 1.4.2.3. Assessment of housing needs.
 - 1.4.2.4. Permanent housing placement.
 - 1.4.2.5. Substance use disorder treatment and counseling.
 - 1.4.2.6. Day care.
 - 1.4.2.7. Personal assistance.
 - 1.4.2.8. Nutritional services.
 - 1.4.2.9. Gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals with AIDS or related diseases and not to family members of these individuals.
- 1.5. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.6. The Contractor must ensure that quarterly meetings are held with its case managers regarding housing needs, resource updates, and service needs.
- 1.7. The Contractor must ensure staff attend all meetings or trainings requested by The Department.
- 1.8. The Contractor must ensure that all staff immediately upon hire are made aware of and trained within ninety (90) days of hire date on HUD and HOPWA regulations and requirements, training resources, and program guidance available from HUD and must ensure that cultural competency trainings are conducted within ninety (90) days of hire date for case managers, new case managers, new and current staff, and other service agency staff.

Da

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT B**

- 1.9. The Contractor must inform the Department of any staff changes that subsequently effect the services provided within the Scope of Services within thirty (30) days of the change.
- 1.10. The Contractor must participate in on-site visits conducted by the Department on a monthly basis, or as otherwise requested by the Department.
- 1.11. The Contractor must comply with the program and budget narratives in the renewal application(s) the Department submits to HUD.
- 1.12. The Contractor must comply with the following HOWPA project documents and requirements, in the course of fulfilling this Agreement , including, but not limited to:
 - 1.12.1. HOPWA regulations (24 CFR 574) and related income calculations.
 - 1.12.2. Regulations (24 CFR 5.609, 24 CFR 5.611, and 24 CFR 5.617).
 - 1.12.3. 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - 1.12.4. The schedule and format for data collection and performance reporting as determined by HUD.
 - 1.12.5. The schedule and format for invoicing procedures.
 - 1.12.6. The Contractor must cooperate fully with and answer all questions, related to the resulting contract, of representatives of the state or federal agencies that may conduct a periodic review of performance or an inspection of records.
- 1.13. The Contractor must participate in the Coordinated Entry System (CES) of NH for all projects funded by the Continuum of Care (CoC) Program, ESG Program, and HOPWA Program, in accordance with the CoC Program interim rule, 24 CFR 578, and 24 CFR 574.
- 1.14. Notwithstanding the confidentiality procedures established under 24 CFR 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.
- 1.15. The Contractor must submit an Annual Performance Report (APR): HOPWA Annual Progress Report (APR): Form HUD-40110-C - HUD Exchange, to the Department within thirty (30) days after the contract Completion Date on the form required, or specified, by the Department. The Contractor must ensure:
 - 1.15.1. The APR includes a summary of aggregate results of the project activities, consistent with the format proposed in the Contractor's

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT B**

report submitted to HUD for the relevant fiscal year Notice of Funding Opportunity (NOFO).

- 1.15.2. The Contractor must submit other reports as requested by the Department in compliance with NH HMIS policy and/or Department policies and procedures.
- 1.15.3. The Contractor may be required to collect and share other data with the Department, in a format specified by the Department, for the provision of other key data and metrics, including client-level demographic, performance, and service data.

1.16. Performance Measures

- 1.16.1. The Department will monitor Contractor performance by ensuring Contractor's adherence to all terms and conditions set forth in the HUD Project Application, #SF-424.
- 1.16.2. The Contractor must abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to, those outlined in 24 CFR Part 578: Continuum of Care Program, and Public Law 105-550.
- 1.16.3. The Contractor must be accountable to all performance measures set forth in the Annual Performance Report Section 1.15.
- 1.16.4. The Contractor must participate in on-site file and financial reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.16.5. Background Checks

1.16.6. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

- 1.16.6.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
- 1.16.6.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
- 1.16.6.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.17. Privacy Impact Assessment

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT B**

1.17.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 1.17.1.1. How PII is gathered and stored;
- 1.17.1.2. Who will have access to PII;
- 1.17.1.3. How PII will be used in the system;
- 1.17.1.4. How individual consent will be achieved and revoked; and
- 1.17.1.5. Privacy practices.

1.17.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.18. Department Owned Devices, Systems and Network Usage

1.18.1. If Contractor End Users (as defined in Exhibit K, DHHS Information Security Requirements) are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, the Contractor must:

- 1.18.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 1.18.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 1.18.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

DA

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT B**

- 1.18.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.18.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.18.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.18.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.18.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.18.1.9. Agree when utilizing the Department's email system:
 - 1.18.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov."
 - 1.18.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.18.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.18.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must

Da^{DS}

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT B**

- 1.18.1.11. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 1.18.1.12. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
- 1.18.1.13. Agree End User's will only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 1.18.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.18.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.18.2. Workspace Requirement

- 1.18.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.19. Contract End-of-Life Transition Services

1.19.1. General Requirements

- 1.19.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end of the

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT B**

contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

- 1.19.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 1.19.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 1.19.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 1.19.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.19.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the

Da

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT B**

terms and conditions of Exhibit K: DHHS Information Security Requirements.

1.19.2. Completion of Transition Services

1.19.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.19.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

1.19.3. Disagreement over Transition Services Results

1.19.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

1.20. Website and Social Media

1.20.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

1.20.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the

Da

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT B**

website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.20.3. State of New Hampshire's Website Copyright

1.20.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

- 2.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT B**

have speech challenges.

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."
- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

- 3.4.1. In the operation of any facilities for providing services, the Contractor must 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 must 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 must 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 Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and

Da

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT B**

regulations.

3.5. Eligibility Determinations

- 3.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

4. Records

- 4.1. The Contractor must ensure that records are maintained for a five-year (5) period to document compliance with the provisions of this part, pursuant to: [80 FR 42368, July 16, 2015, as amended at 81 FR 80806, Nov. 16, 2016; 85 FR 47911, Aug. 7, 2020; 86 FR 30792, June 10, 2021]. The Contractor must maintain the following:

- 4.1.1. Current and accurate data on the race and ethnicity of program participants.
- 4.1.2. Documentation of the actions the Contractor has taken to affirmatively further fair housing, pursuant to sections 24 CFR 5.151 and 24 CFR 5.152 of this title.
- 4.1.3. Data on emergency transfers requested under 24 CFR 5.2005(e), pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.

- 4.2. Contractor must keep records that include, but are not limited to:

- 4.2.1. Books, records, documents and other electronic or physical 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.
- 4.2.2. All records must 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.
- 4.2.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.

- 4.2.4. Medical records on each patient/recipient of services.

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT B**

- 4.3. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.4. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, Housing Opportunities for Persons With AIDS (HOPWA), as awarded on August 02, 2021 and September 22, 2022, by the US Department of Housing and Urban Development , Assistance Listing Number (formerly CFDA)# 14.241, FAIN# NH-H210001 and NH-H220050.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR 200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-6, Budget.
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:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 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.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.bhhsfinance@dhhs.nh.gov or mailed to:

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

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT C**

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT C**

- 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

^{DS}
Da

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, Housing Opportunities for Persons With AIDS (HOPWA), as awarded on August 02, 2021 and September 22, 2022, by the US Department of Housing and Urban Development , Assistance Listing Number (formerly CFDA)# 14.241, FAIN# NH-H210001 and NH-H220050.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR 200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through C-6, Budget.
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:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 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.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.bhhsfinance@dhhs.nh.gov or mailed to:

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

DS
Da

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT C**

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

^{DS}
Da

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS
EXHIBIT C**

- 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget Sheet

RFA-2023-DBH-02-HOUSI-01

New Hampshire Department of Health and Human Services	
Contractor Name: <u>Merrimack Valley Assistance Program, Inc.</u>	
Budget Request for: <u>HOPWA-Manchester, Award #: NH-H220050</u>	
Budget Period <u>State Fiscal Year 2023: 6/1/23 - 6/30/23</u>	
Indirect Cost Rate (if applicable) _____	
Line Item	Program Cost - Funded by DHHS
1. Tenant Based Rental Assistance	\$7,973
2. Short Term Rent, Mortgage and Utility	\$2,818
3. Supportive Services	\$6,644
4. Housing Information Services	\$71
5. Permanent Housing Placement Services	\$276
6. Project Sponser Administrative Costs	\$1,240
TOTAL	\$19,022

Contractor Initials DA

Date 4/27/2023

Exhibit C-2 Budget Sheet

RFA-2023-DBH-02-HOUSI-01

New Hampshire Department of Health and Human Services	
Contractor Name: <u>Merrimack Valley Assistance Program, Inc.</u>	
Budget Request for: <u>HOPWA-Manchester, Award #: NH-H220050</u>	
Budget Period <u>State Fiscal Year 2024: 7/1/23 - 6/30/24</u>	
Indirect Cost Rate (if applicable) _____	
Line Item	Program Cost - Funded by DHHS
1. Tenant Based Rental Assistance	\$95,681
2. Short Term Rent, Mortgage and Utility	\$33,819
3. Supportive Services	\$79,730
4. Housing Information Services	\$857
5. Permanent Housing Placement Services	\$3,312
6. Project Sponsor Administrative Costs	\$14,880
TOTAL	\$228,279

Contractor Initials DA

Date 4/27/2023

Exhibit C-3 Budget Sheet

RFA-2023-DBH-02-HOUI-01

New Hampshire Department of Health and Human Services	
Contractor Name: <u>Merrimack Valley Assistance Program, Inc.</u>	
Budget Request for: <u>HOPWA-Manchester, Award #: NH-H220050</u>	
Budget Period: <u>State Fiscal Year 2025: 7/1/24 - 6/30/25</u>	
Indirect Cost Rate (if applicable): _____	
Line Item	Program Cost - Funded by DHHS
1. Tenant Based Rental Assistance	\$95,681
2. Short Term Rent, Mortgage and Utility	\$33,619
3. Supportive Services	\$70,730
4. Housing Information Services	\$857
5. Permanent Housing Placement Services	\$3,312
6. Project Sponsor Administrative Costs	\$14,880
TOTAL	\$228,279

Contractor Initials DA _____

Date 4/27/2023

Exhibit C-4 Budget Sheet

RFA-2023-DBH-02-HOUSI-01

New Hampshire Department of Health and Human Services	
Contractor Name: Merrimack Valley Assistance Program, Inc.	
Budget Request for: HOPWA-Balance of State, Award #: NH-H210001	
Budget Period: State Fiscal Year 2023: 8/1/23 - 8/30/23	
Indirect Cost Rate (if applicable)	
Line Item	Program Cost - Funded by DHHS
1. Tenant Based Rental Assistance	\$6,125
2. Short Term Rent, Mortgage and Utility	\$6,484
3. Supportive Services	\$5,833
4. Housing Information Services	\$3,367
5. Permanent Housing Placement Services	\$1,315
6. Project Sponsor Administrative Costs	\$1,741
TOTAL	\$24,865

Contractor Initials DA

Date 4/27/2023

Exhibit C-5 Budget Sheet

RFA-2023-DBH-02-HOUI-01

New Hampshire Department of Health and Human Services	
Contractor Name: Merrimack Valley Assistance Program, Inc.	
Budget Request for: HOPWA-Balance of State, Award #: NH-H210001	
Budget Period State Fiscal Year 2024: 7/1/23 - 6/30/24	
Indirect Cost Rate (if applicable)	
Line Item	Program Cost - Funded by DBHS
1. Tenant Based Rental Assistance	\$73,496
2. Short Term Rent, Mortgage and Utility	\$77,812
3. Supportive Services	\$89,094
4. Housing Information Services	\$40,409
5. Permanent Housing Placement Services	\$15,785
6. Project Sponsor Administrative Costs	\$20,887
TOTAL	\$298,383

Contractor Initials DM

Date 4/27/2023

Exhibit C-6 Budget Sheet

RFA-2023-DBH-02-HOUI-01

New Hampshire Department of Health and Human Services	
Contractor Name: <u>Merrimack Valley Assistance Program, Inc.</u>	
Budget Request for: <u>HOPWA-Balance of State, Award #: NH-H210001</u>	
Budget Period: <u>State Fiscal Year 2025: 7/1/24 - 6/30/25</u>	
Indirect Cost Rate (if applicable): _____	
Line Item	Program Cost - Funded by DHHS
1. Tenant Based Rental Assistance	\$73,400
2. Short Term Rent, Mortgage and Utility	\$77,812
3. Supportive Services	\$69,094
4. Housing Information Services	\$40,409
5. Permanent Housing Placement Services	\$15,765
6. Project Sponsor Administrative Costs	\$20,887
TOTAL	\$298,363

Contractor Initials DA

Date 4/27/2023



**New Hampshire Department of Health and Human Services
Exhibit D**

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



New Hampshire Department of Health and Human Services
Exhibit D

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)

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

Vendor Name: Merrimack Valley Assistance Program

4/27/2023

Date

DocuSigned by:

Daniel Amato

Name: Daniel Amato

Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit E

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

4/27/2023

Date

DocuSigned by:

Daniel Amato

Name: Daniel Amato

Title: Executive Director

DS
Da
 Vendor Initials
 Date 4/27/2023



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



**New Hampshire Department of Health and Human Services
Exhibit F**

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).

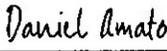
LOWER TIER COVERED TRANSACTIONS

- 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.

Contractor Name: Merrimack Valley Assistance Program

4/27/2023

Date

DocuSigned by:

 Name: Daniel Amato
 Title: Executive Director

DS

 Contractor Initials
 Date 4/27/2023



New Hampshire Department of Health and Human Services
Exhibit G

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

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

Contractor 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.

Exhibit G

Contractor Initials DS
DA

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

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

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Merrimack Valley Assistance Program

4/27/2023

Date

DocuSigned by:

Daniel Amato

Name: Daniel Amato

Title: Executive Director

Exhibit G

Contractor Initials

DS
Da

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Merrimack Valley Assistance Program

4/27/2023

Date

DocuSigned by:

Daniel Amato

Name: Daniel Amato

Title: Executive Director



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 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.

3/2014

Contractor Initials DA

Date 4/27/2023



New Hampshire Department of Health and Human Services

Exhibit I

- 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

3/2014

Contractor Initials DS
Va

Date 4/27/2023



New Hampshire Department of Health and Human Services

Exhibit I

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:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o 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 (I). 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



New Hampshire Department of Health and Human Services

Exhibit I

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

3/2014

Contractor Initials DA

Date 4/27/2023



New Hampshire Department of Health and Human Services

Exhibit I

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.

3/2014

Contractor Initials

Da

Date 4/27/2023



New Hampshire Department of Health and Human Services

Exhibit I

- 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 by:

Name of the Contractor

Katja S. Fox

Daniel Amato

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Daniel Amato

Name of Authorized Representative
Director

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Title of Authorized Representative

4/27/2023

4/27/2023

Date

Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
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.

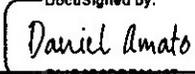
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name: Merrimack Valley Assistance Program

4/27/2023

Date

DocuSigned by:

 Name: Daniel Amato
 Title: Executive Director



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- 1. The UEI (SAM.gov) number for your entity is: MP9VTSBDMVG3
- 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: _____

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

DS
Da

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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/doiit/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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



-
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

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: 0006194410



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Michael R. Mortimer, Esq, 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 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 April 4, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

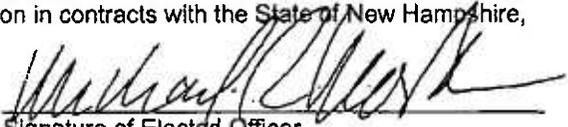
VOTED: That Daniel Amato, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Merrimack Valley Assistance Program, Inc to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further
(Name of Corporation/ LLC)

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: 4/4/23


Signature of Elected Officer
Name: MICHAEL R. MORTIMER
Title: PRES. Bd. of Dir.



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 E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Eleanor Spinazzola PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 EMAIL ADDRESS: Eleanorspinazzola@esinsurance.net														
INSURED Merrimack Valley Assistance Program Inc. 6 Loudon Rd Suite 402 Concord NH 03301	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Great American Insurance Group</td> <td style="text-align: center;">GAIG</td> </tr> <tr> <td>INSURER B: Wesco Insurance Co</td> <td style="text-align: center;">25011</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Insurance Group	GAIG	INSURER B: Wesco Insurance Co	25011	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Great American Insurance Group	GAIG														
INSURER B: Wesco Insurance Co	25011														
INSURER C:															
INSURER D:															
INSURER E:															
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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC 4457393 00	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED 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	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 4457394 00	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WWC3595332	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

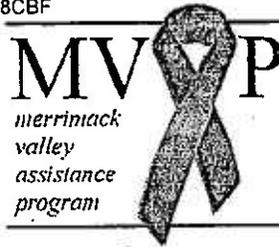
CERTIFICATE HOLDER

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



Merrimack Valley Assistance Program "MVAP" is an HIV/AIDS Service Organization (ASO), holding 501(c)(3) nonprofit status, specializing in support of individuals living with HIV/AIDS and their dependents. It is governed by a volunteer Board of Directors and headquartered in Concord, New Hampshire.

Agency Mission:

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.

Agency Vision:

- Honor the inherent dignity and strength of people living with HIV/AIDS;
- Support and assist persons infected and affected by HIV/AIDS in maintaining a high quality of life through direct assistance, advocacy, and education;
- Strive to prevent new HIV infections and promote safer practices through education/prevention activities for local and regional communities;
- Counteract myths and stereotypes about HIV/AIDS;
- Increase and diversify the network of HIV/AIDS-related service providers in the communities that we serve; and
- Play an active role in affecting local, state, and national policies on civil rights, discrimination, HIV/AIDS prevention, education, research, and direct care.

Agency Values:

- Education
- Support
- Empowerment
- Respect
- Inclusion
- Equity
- Collaboration

6 Loudon Road, Suite 402, Concord, NH 03301
170 Lowell Street, Manchester, NH 03104
67 Water Street, Suite 104, Laconia, NH 03246

P: 603-226-0607 F: 603-226-9117
P: 603-623-0710 F: 603-622-3288
P: 603-724-4936 F: 603-226-9117

mvap.org

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.

Financial Statements

June 30, 2021 and 2020

and

Independent Auditor's Report

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
FINANCIAL STATEMENTS
June 30, 2021 and 2020

TABLE OF CONTENTS

	<u>Page(s)</u>
INDEPENDENT AUDITOR'S REPORT	1-2
FINANCIAL STATEMENTS	
Statements of Financial Position	3
Statements of Activities	4
Statements of Functional Expenses	5-6
Statements of Cash Flows	7
NOTES TO FINANCIAL STATEMENTS	8-13



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, 2021 and 2020, 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, 2021 and 2020, 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.

Nashon Clark & Company PC

Manchester, New Hampshire
February 24, 2023

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statements of Financial Position
 June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
CURRENT ASSETS:		
Cash	\$ 197,578	\$ 19,069
Grants and contributions receivable	111,271	155,495
Accounts receivable		341
Prepaid expenses	4,656	4,656
TOTAL CURRENT ASSETS	<u>313,505</u>	<u>179,561</u>
NONCURRENT ASSETS:		
Property, building and equipment (net)	5,552	143,429
TOTAL NONCURRENT ASSETS	<u>5,552</u>	<u>143,429</u>
TOTAL ASSETS	<u>\$ 319,057</u>	<u>\$ 322,990</u>
CURRENT LIABILITIES:		
Accounts payable	\$ 23,799	\$ 9,390
Accrued payroll	9,802	9,902
Accrued vacation time	6,806	6,806
Current portion of SBA note payable		31,760
Current portion mortgage note payable		6,419
Refundable advances		50,492
TOTAL CURRENT LIABILITIES	<u>40,407</u>	<u>114,769</u>
NONCURRENT LIABILITIES:		
SBA note payable, net of current portion		50,940
Mortgage note payable, net of current portion		141,587
TOTAL NONCURRENT LIABILITIES		<u>192,527</u>
TOTAL LIABILITIES	<u>40,407</u>	<u>307,296</u>
NET ASSETS:		
Without donor restrictions:		
Undesignated	278,650	15,694
TOTAL NET ASSETS	<u>278,650</u>	<u>15,694</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 319,057</u>	<u>\$ 322,990</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statements of Activities
For the Years Ended June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
SUPPORT AND REVENUE:		
Grants and contracts	\$ 879,531	\$ 903,729
Rental income	5,400	19,354
Other revenue	10,691	1,557
Gain on sale of assets	188,311	
Forgiveness of SBA note payable	82,700	
Contributions	<u>655</u>	<u>251</u>
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	<u>1,167,288</u>	<u>924,891</u>
EXPENSES:		
Program services:		
Case management	<u>835,866</u>	<u>854,308</u>
TOTAL PROGRAM SERVICES	<u>835,866</u>	<u>854,308</u>
Supporting services:		
Management and general	<u>68,466</u>	<u>109,609</u>
TOTAL SUPPORTING SERVICES	<u>68,466</u>	<u>109,609</u>
TOTAL EXPENSES	<u>904,332</u>	<u>963,917</u>
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>262,956</u>	<u>(39,026)</u>
CHANGE IN NET ASSETS	262,956	(39,026)
NET ASSETS - Beginning	<u>15,694</u>	<u>54,720</u>
NET ASSETS - Ending	<u>\$ 278,650</u>	<u>\$ 15,694</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Functional Expenses
For the Year Ended June 30, 2021

	Program Services Case <u>Management</u>	Supporting Services Management and General	Total <u>Expenses</u>
SALARIES AND RELATED EXPENSES:			
Salaries and Wages	\$ 321,011	\$ 41,576	\$ 362,587
Contract Labor	51,243		51,243
Total Salaries and Wages	<u>372,254</u>	<u>41,576</u>	<u>413,830</u>
Payroll Taxes	27,706	3,795	31,501
Fringe Benefits	58,348	7,557	65,905
Total Taxes and Benefits	<u>86,054</u>	<u>11,352</u>	<u>97,406</u>
TOTAL PERSONNEL	<u>458,308</u>	<u>52,928</u>	<u>511,236</u>
OTHER EXPENSES:			
Depreciation		932	932
Dues/Subscriptions	1,443		1,443
Educational	775		775
Equipment Leases	11,728		11,728
Housing/Utility Assistance	204,017		204,017
Insurance	13,400	949	14,349
Interest		404	404
Meals and Food Supplies	3,655		3,655
Miscellaneous	1,180	517	1,697
Office Supplies/Expenses	26,025		26,025
Postage	1,549		1,549
Printing and Copying	276		276
Professional Fees	10,936	1,385	12,321
Equipment Maintenance and Repair	2,132		2,132
Space and Occupancy	58,734	6,674	65,408
Supportive Services	24,383	2,382	26,765
Technical assistance	1,225		1,225
Telephone/Internet	14,245	2,295	16,540
Transportation/Travel	1,855		1,855
TOTAL NON-PERSONNEL	<u>377,558</u>	<u>15,538</u>	<u>393,096</u>
TOTAL EXPENSES	<u>\$ 835,866</u>	<u>\$ 68,466</u>	<u>\$ 904,332</u>

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	Total
	Case Management	Management and General	Expenses
SALARIES AND RELATED EXPENSES:			
Salaries and Wages	\$ 304,607	\$ 63,199	\$ 367,806
Contract Labor	<u>63,013</u>		<u>63,013</u>
Total Salaries and Wages	367,620	63,199	430,819
Payroll Taxes	25,048	1,275	26,323
Fringe Benefits	<u>66,427</u>	<u>5,554</u>	<u>71,981</u>
Total Taxes and Benefits	<u>91,475</u>	<u>6,829</u>	<u>98,304</u>
TOTAL PERSONNEL	<u>459,095</u>	<u>70,028</u>	<u>529,123</u>
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	<u>5,648</u>		<u>5,648</u>
TOTAL NON-PERSONNEL	<u>395,213</u>	<u>39,581</u>	<u>434,794</u>
TOTAL EXPENSES	<u>\$ 854,308</u>	<u>\$ 109,609</u>	<u>\$ 963,917</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statements of Cash Flows
For the Years Ended June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 262,956	\$ (39,026)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	932	7,325
Forgiveness of SBA note payable	(82,700)	
Gain on disposal of assets	(188,311)	
Net effect of changes in:		
Grants and contributions receivable	44,224	(7,399)
Accounts receivable	341	2,099
Prepaid expenses	-	(4,656)
Accounts payable	14,409	(10,186)
Accrued payroll	(100)	2,951
Accrued vacation time	-	1,277
Net cash provided (used) by operating activities	<u>51,751</u>	<u>(47,615)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of equipment	(4,619)	
Proceeds on sale of property	329,875	
Net cash provided by investing activities	<u>325,256</u>	
CASH FLOWS FROM FINANCING ACTIVITIES		
Net proceeds (payments) on line of credit payable		(12,000)
Proceeds on SBA note payable		82,700
Payments on mortgage note payable	(148,006)	(5,531)
Payments on refundable advances	(50,492)	(3,600)
Net cash provided (used) for financing activities	<u>(198,498)</u>	<u>61,569</u>
NET INCREASE IN CASH	178,509	13,954
CASH - Beginning	19,069	5,115
CASH - Ending	<u>\$ 197,578</u>	<u>\$ 19,069</u>
Supplemental Disclosures:		
Interest paid	<u>\$ 404</u>	<u>\$ 8,355</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2021 and 2020

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

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2021 and 2020

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 recorded 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 \$932 and \$7,325 for the years ending June 30, 2021 and 2020, respectively.

Revenue and Revenue Recognition

The Organization recognizes contributions when cash is received. Special events, donations, and other income are recorded as revenues as received. Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until the conditions on which they depend have been met.

The Organization also has revenue derived from cost-reimbursable federal and state contracts and grants, which are conditional upon certain performance requirements and/or incurrence of allowable qualifying expenses. Amounts received are recognized as revenue without donor restrictions when the Organization has incurred expenditures in compliance with the specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the statements of financial position. As of June 30, 2021, no amounts have been received in advance for which qualifying expenditures have not been incurred under our federal and state contracts and grants. As of June 30, 2020, the Organization reported \$50,492 in refundable advances.

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, 2021 and 2020, because management of the Organization believes that all outstanding receivables are fully collectible.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2021 and 2020

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, 2021 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 Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, Revenue from Contracts with Customers, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, Revenue Recognition, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The new guidance also added Subtopic 340-40, Other Assets and Deferred Costs-Contracts with

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

For the Years Ended June 30, 2021 and 2020

Customers, to the ASC to require the deferral of incremental costs of obtaining a contract with a customer. Collectively, we refer to the new Topic 606 and Subtopic 340-40 as the "new guidance."

The Organization adopted the requirements of the new guidance as of July 1, 2020, utilizing the modified retrospective method of transition. The new guidance was applied using the practical expedient provided in Topic 606 that allows the guidance to be applied only to contracts that were not complete as of July 1, 2020. Adoption of the new guidance resulted in changes to our accounting policies for revenue recognition, trade receivables, contract costs, contract liabilities, and deferred costs. However, management estimates that the effect of these changes on the amounts that would have been reported under the former guidance to be immaterial.

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, 2021 and 2020, 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:

	<u>2021</u>	<u>2020</u>
Cash	\$ 197,578	\$ 19,069
Grants and contributions receivable	111,271	155,495
Accounts receivable	-	341
Total Financial Assets	<u>308,849</u>	<u>174,905</u>
Less:		
Net assets with donor restrictions	<u>-</u>	<u>-</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 308,849</u>	<u>\$ 174,905</u>

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, 2021. 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, 2021.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2021 and 2020

NOTE 4—GRANTS AND CONTRIBUTIONS RECEIVABLE

Major funding sources and related receivables for the periods ending June 30, 2021 and 2020 are as follows:

	2021		2020	
	<u>Revenue</u>	<u>Receivable</u>	<u>Revenue</u>	<u>Receivable</u>
Housing and Urban Development	\$ 403,094	\$ 42,134	\$ 489,999	\$ 58,113
Other Human Services Grants	226,326	31,964	273,136	89,483
Health and Human Services	180,017	30,993	131,594	7,899
State Grant in Aid	31,965			
Other miscellaneous grants	38,129	6,180	9,000	
	<u>\$ 879,531</u>	<u>\$ 111,271</u>	<u>\$ 903,729</u>	<u>\$ 155,495</u>

NOTE 5—PROPERTY, BUILDING AND EQUIPMENT

Property, building and equipment consist of the following at June 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Land		\$ 41,117
Building and improvements		232,708
Furniture and equipment	\$ 21,485	16,935
Less accumulated depreciation	(15,933)	(147,331)
	<u>\$ 5,552</u>	<u>\$ 143,429</u>

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. During the year ended June 30, 2021, the Organization applied for and received principal forgiveness in whole by the Small Business Administration under the CARES Act. Principal forgiveness has been recognized as revenue without donor restrictions on the statement of activities in the amount of \$82,700 for the year ended June 30, 2021.

NOTE 7—MORTGAGE NOTE PAYABLE

Notes payable at June 30, 2021 and 2020 consist of the following:

	<u>2021</u>	<u>2020</u>
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

During the year ended June 30, 2021, the Organization repaid the outstanding principal balance in full.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2021 and 2020

The Organization incurred \$404 and \$8,355 in interest expense on the note payable during the years ended June 30, 2021 and 2020, respectively.

NOTE 8—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 was \$50,492 at June 30, 2020. During the year ended June 30, 2021, the Organization repaid the outstanding balance of the refundable advance in full.

NOTE 9—LEASE COMMITMENTS

The Organization is a tenant at will for its office space in Manchester, New Hampshire. Rental expense for the rental lease during 2021 and 2020 was \$39,000 and \$39,450, respectively.

NOTE 10—COMMITMENTS AND CONTINGENCIES

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, 2021.

NOTE 11—ECONOMIC DEPENDENCY

For the years ended June 30, 2021 and 2020, approximately 83% and 97%, respectively, of the Organization's total support and revenue was derived from four 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 12—SUBSEQUENT EVENTS

Subsequent events have been evaluated through February 24, 2023, which is the date the financial statements were available to be issued.

BOARD OF DIRECTORS
MERRIMACK VALLEY ASSISTANCE PROGRAM
2023

Michael Mortimer, Esq	President/Secretary
Ellen Molnar, CFP	Vice Chairman/Treasure
James R. MacKay, PhD	Board Member
Kathleen Galligan	Board Member
Thomas Spratt	Board Member
John Renzella	Board Member

DANIEL AMATO

PROFESSIONAL EXPERIENCE

Merrimack Valley Assistance Program – Manchester, NH

Executive Director

02/2023 – Present

Director of Office Operations

08/2021 – 02/2023

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.
- Interfacing with Grantors and ASOs to make sure that all ASOs are fully complying with the grants for which MVAP is the Contractor and the ASOs are the subcontractor(s), including ASO audits and providing them technical assistance as warranted;
- Develop, edit, and renew contracts as applicable.
- Develop uniform policies, 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

Manchester Continuum of Care 01/2023 - Present
 Member-at-Large, Leadership Committee

Amoskeag Health - Manchester, NH 09/2019 - 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, STIs and HIV. With over 120 engaged participants per year, responsibilities are focused on program strategy, community outreach, training, and facilitation of the program.

- 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 06/2017 - 09/2020
 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
Patient Registrar

12/2014 - 05/2017

- 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)
- SYNChronicity (SYNC) National conference on HIV, HCV, STIs, harm reduction, and LGBTQ health (2022)
- URA The HUD Way - Policies and Procedures Training (2022)
- Understanding Nonprofit Financials (2022)
- Various HUD/Housing Opportunities for Persons with AIDS (HOPWA) Webinars/Trainings

EDUCATIONAL BACKGROUND

Graduate Certificate, Sexual and Reproductive Health Indiana University - Bloomington	2022
Bachelor of Science, Community Health Education Southern New Hampshire University	2021
High School Diploma Bow High School	2014

Jeannine C. Eaton

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

Jordan Lefebvre

J O R D A N . L E F E B V R E

MY PROFILE

A state licensed cosmetologist who has a passion for meeting people where they are at and making them look and feel their best!

EDUCATION

2014 · Empire Beauty School - Lowell, MA
Cosmetology Licensure

2013 · Alvirne High School
Diploma

EXPERIENCE

Merrimack Valley Assistance Program (MVAP) - Manchester, NH

2022-Present

Case Manager/Housing Coordinator

- Execute harm reduction focused screening and prevention through case management and provide support services such as basic needs for food, safe and stable housing, and appropriate health care, to 30+ clients who are living with HIV/AIDS.
- Spearhead information to clients agency-wide about housing options within MVAP, such as the Housing Opportunities with Persons with AIDS (HOPWA) Program, and outside of MVAP via other local housing authorities and programs to which they may be eligible for.
- Assist clients in applying for adequate housing, applicable programs, services, or benefits.
- Track active TBRA clients and determine who has applied for Section 8 or other housing vouchers, and when follow ups need to take place.
- Monitor and audit the HOPWA Subcontractors of MVAP to determine compliance with HOPWA and HUD regulations and laws.
- Educate and outreach to landlords, property owners, housing authorities and other state-wide agencies to bring awareness to MVAP and the HOPWA Program.
- Determine client eligibility for MVAP and the Ryan White CARE Program for active caseload and determine client eligibility for the HOPWA program for all MVAP clients.
- Develop goals for Individual Care Plans with active caseload clients and review all housing related goals.
- Ensure HOPWA documentation requirements are met and collected for each request, including eligibility and proofs.
- Collaborate with NH DHHS and medical providers to provide a linkage to care for clients, with the goal of reducing new infections and transmission of HIV.
- Provide and disseminate safer practice materials such as condoms and lubricant, Naloxone, and facilitate access to syringe service programs.
- Request routine lab work from medical providers to review CD4 and Viral Load values for all active caseload clients and discuss these lab values with clients to educate about medication adherence and viral load suppression.

Nashua Housing Authority & Redevelopment - Nashua, NH

2020-2022

Housing Case Manager

- Determine client eligibility based on income, deductions 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.
- Effectively manage a caseload of over 150 Housing Choice Voucher (HCV) holders while maintaining excellent confidentiality of those who are participating in the program.
- Calculate annual income, determining initial eligibility, and calculating resident rents and total payments in accordance with related regulations; determining income allowances and deductions; and providing residents with relevant documentation.
- Process annual recertifications, interim changes such as rent increases and tenant-reported changes, and manage tenant moves including obtaining current third-party verification of participant information in accordance with program requirements.
- Conduct all job functions in alignment with the PHA's Administrative Plan, HUD regulations and other state and local requirements.
- Maximize the utilization of vouchers throughout the Section 8 (HCV) program by complying with HUD regulations and established PHA policies for program admission.
- Process voucher terminations and/or cancellations consistently and in compliance with applicable HUD regulations and established PHA policies.
- Oversee eligibility and intake activities for program applicants and participants and determine that required time frames have been met.
- Answer concerns between owners, tenants and the Public Housing Authority (PHA).
- Educate participants on program requirements and family obligations to report to PHA.
- Heavy data collecting to effectively report on participant/household data to HUD.
- Coordinate with landlords to obtain and/or provide documents including leases, HAP contracts, and affordability notifications.

Independent Contractor - Cosmetology Services

2014-Present

Geraci

- Educated clients regarding other available local, state, and federal assistance programs, and assisted them in navigating the application/redetermination processes for benefits through DHHS
- Provided education and training to DHHS staff and external community providers regarding NHEP, AIU services, policies, and procedures
- Trained and mentored new staff members within the AIU
- Tracked and compiled client-specific outcomes data to evaluate program effectiveness and 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
- Triage 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

Dennis P. Morrison

Key Skills:

Administer Medication	Inventory Management	Customer Service
Report & Document Preparation	Expense Reduction	Goal Setting
Team building & Supervision	Develop and implement a treatment plan	Community Support
Department Management	Safety Management	Microsoft Office

Transitional Housing Services, NAFI, Concord NH

Direct Care Councilor/ Vocational Manager 2011/ Present

- Creative and resourceful supervisor / councilor of a sheltered vocational work site in the day treatment facility.
- Teaching skills that will apply in independent community living.
- An inspired facilitator of art therapy, culinary, and fitness groups.
- Self manage documentation of consumer assessments on a daily basis.
- Work as a team player with other staff members.
- Illness Management and Recovery (IMR) group facilitator
- Knowledgeable in HIPAA compliance.

Transitional Housing Services, DHHS, Concord NH

Mental Health Worker, 2005 to 2011

- Assist clients in overcoming challenges of integrating to life back in the community.
- Following the treatment plans implemented by the clinicians and by using my experience, knowledge and positive attitude.
- Maintaining client confidentiality while preparing all treatment records and reports.
- Guide clients in the development of skills and strategies for coping with their concerns and aspects of daily living.
- Act accordingly to resolve emergencies and crises situations.

Education:

Mount Washington College Manchester NH;
Associates Degree in Interior Design 2008/ GPA 3.71
Associates Degree in Graphic Design 2007 / GPA 3.79
Communications Course Online SNHU/ 2015

Phi Theta Kappa International Honor Society

Training Workshops /Certifications

- Supported Employment Certification
- Illness Management and Recovery (IMR) Certification
- Professional Boundaries Certification
- Cultural Competency Certification
- Safe Alternatives for Everyone (S.A.F.E) Certification
- Documentation Workshop

Merrimack Valley Assistance Program

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Daniel Amato	Executive Director	\$58,000	30%	\$17,400
Jeannine Eaton	Bookkeeper	\$26,520	30%	\$7,956
Jordan Lefebvre	Housing Coordinator	\$45,427	50%	\$22,714
Kimberly Geraci	Sr. Case Manager Coordinator	\$45,760	25%	\$11,440
Dennis Morrison	Sr. Case Manager Coordinator	\$45,000	25%	\$11,250