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MAR

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

Lori A. Shibinette
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301

603-271-9404 1-800-852-3345 Ext. 9404

Christine L. Santaniello
 Associate Commissioner

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August 26, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Merrimack Valley Assistance Program, Inc. (VC#157934), Concord, NH to continue to provide housing and utility assistance and supportive services to low income persons and their families living with Human Immunodeficiency Virus / Acquired Immune Deficiency Syndrome (HIV/AIDS), by increasing the price limitation by \$938,408 from \$1,048,349 to \$1,986,757 and by extending the completion date from April 3, 2023, to August 1, 2024, effective retroactive to July 1, 2021, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on February 21, 2018 (Item #12), amended with Governor approval on July 10, 2020, and presented to the Executive Council on August 5, 2020 (Informational Item #E), and amended with Governor and Executive Council approval on August 5, 2020 (Item #17).

Funds are available in the following account for State Fiscal Years 2022 and 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. Due to the misallocation of the grantee administration costs, a change in the State Fiscal Year 2020 budget is necessary to correct this oversight.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	102-500731	Contracts for Prog Svcs	TBD	\$104,503	\$0	\$104,503
2019	102-500731	Contracts for Prog Svcs	TBD	\$313,510	\$0	\$313,510
2020	102-500731	Contracts for Prog Svcs	TBD	\$421,329	(\$6,469)	\$414,860

2021	102-500731	Contracts for Prog Svcs	TBD	\$209,007	\$0	\$209,007
2022	074-500859	Grants for Pub Asst and Relief	TBD	\$0	\$323,248	\$323,248
2023	074-500859	Grants for Pub Asst and Relief	TBD	\$0	\$298,382	\$298,382
2024	074-500859	Grants for Pub Asst and Relief	TBD	\$0	\$298,382	\$298,382
2025	074-500859	Grants for Pub Asst and Relief	TBD	\$0	\$24,865	\$24,865
			Total	\$1,048,349	\$938,408	\$1,986,757

EXPLANATION

This request is **Retroactive** because the U.S. Department of Housing and Urban Development (HUD) requires the amendment effective date to match the start date of the grant. In the interest of providing timely services in response to the COVID-19 pandemic, HUD dated the award retroactively and prior to the Department receiving the grant award notice. This request is **Sole Source** because the Department is seeking to extend the contract beyond the completion date and there are no renewal options available. There are only two (2) vendors in New Hampshire that meet HUD criteria to be eligible to provide these services, and Merrimack Valley Assistance Program, Inc. is the only vendor that serves this region for which the services and funding have been made available. HUD criteria for these service providers include organizational capacity standards, including experience serving individuals with HIV/AIDS, experience administering Housing Opportunities for Persons with Acquired Immune Deficiency Syndrome (HOPWA) programming, and a history of meeting applicable performance benchmarks for existing or previous HOPWA programs.

The purpose of this request is to extend the contract to continue providing timely supportive services and housing and utility assistance for individuals and families who are low income and living with HIV/AIDS. Through the HOPWA program, the Department seeks to ensure ongoing housing and utility assistance for this highly vulnerable population while maximizing their ability to live more independently.

Approximately 350 individuals will be served annually.

The Department will monitor contracted services using the following tools:

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Area served: Balance of State Continuum of Care geography as defined by HUD, which includes all of NH except for the City of Manchester, and the Greater Nashua Continuum of Care. The Manchester Continuum of Care and the Greater Nashua Continuum of Care are served by separate HOPWA grants.

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

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

Respectfully submitted,


Lori A. Shibinette
Commissioner

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 21, 2018 (Item #12), as amended with Governor approval on July 10, 2020, as presented to the Executive Council on August 5, 2020 (Informational Item #E), and as amended with Governor and Executive Council approval on August 5, 2020 (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

August 1, 2024

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$1,986,757

3. Modify Exhibit A, Scope of Services, by adding Section 5, Contract Monitoring to read:

5. Contract Monitoring

5.1. The Contractor shall participate in meetings monthly, and as needed, with the Department to ensure compliance with the contractual requirements.

5.2. The Contractor's staff shall participate in trainings as provided or required by the Department.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.1.2., to read:

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

NH General Fund: 0%

Federal Funds: 100%

CFDA #: 14.241

Grant Number: NH-H210001

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

Federal Office: Office of Community Planning and Development

Program Title: Housing Opportunities for Persons With AIDS (HOPWA)

Total Amount HOPWA program;

June 2, 2021 – August 1, 2024: not to exceed \$944,877

Funds allocation under this agreement for HOPWA;

Tenant-Based Rental Assistance \$232,736

DS
MKM

Short-Term Rent, Mortgage and Utility	\$246,404
Supportive Services	\$221,649
Housing Information Services	\$127,962
Permanent Housing Placement Services	\$49,985
Project Sponsor Administrative Costs	\$66,141
COVID-19 Related Costs	<u>\$0</u>
Total program amount:	\$944,877

1.1.2.1. Grant Number: NH-H170020, March 1, 2018 - February 28, 2021: \$940,530

1.1.2.2. Grant Number: NH-H2001W072, April 3, 2020 – April 3, 2023: \$101,350

1.1.2.3. Grant Number: NH-H210001, June 2, 2021 – August 1, 2024: \$944,877

1.1.2.4. Total Program Funds, March 1, 2018 – August 1, 2024: \$1,986,757

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.4 to read:

3.4 Schedule of Payments: Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice for the amount of each requested disbursement; associated backup documentation, including, but not limited to, itemized staff hours for administrative costs, Homeless Management Information System (HMIS) client IDs, and landlords/mortgage lenders; and a payment request form as designated by the State, which shall be completed, approved, and signed by the Contractor. The Contractor shall provide additional financial information as requested by the State to verify expenses. Invoices shall be submitted promptly to the address listed above in section 2.1.1. Exhibit B.

6. Modify Exhibit C, Special Provisions, Section 3, to read:

Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require. The Contractor shall retain the data files for at least four (4) years.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be retroactively effective to July 1, 2021 upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

9/14/2021

Date

DocuSigned by:

Christine Santaniello

8D8054EEFCE0484

Name: Christine Santaniello

Title: Associate Commissioner

Merrimack Valley Assistance Program, Inc.

9/12/2021

Date

DocuSigned by:

Michael Mortimer

967074C220321422

Name: Michael Mortimer

Title: Pres. of Board

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

OFFICE OF THE ATTORNEY GENERAL

9/14/2021

Date

DocuSigned by:

J. Christopher Marshall

Name: J. Christopher Marshall

Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

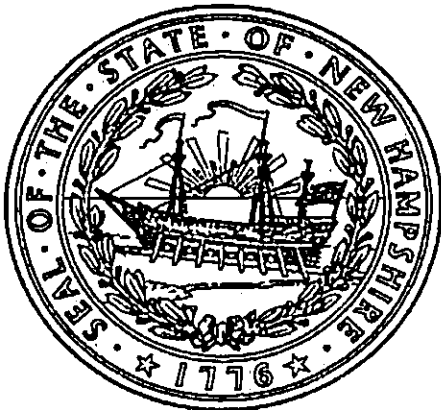
Department of State

CERTIFICATE

I, William M. Gardner, 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: 0005442988



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of September A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Ellen Molnar, 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
(Corporation/LLC Name) MVAP

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 Aug 2, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Michael R Mortimer, PRES. MVAP (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 9/14/2021

Ellen H Molnar
Signature of Elected Officer

Name:

Title:

Ellen H Molnar
Vice President
MVAP



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 09/14/2021

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 E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: Wesco Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Merrimack Valley Assistance Program Inc. 8 Wall Street Concord NH 03301	NAIC # 25011

COVERAGES **CERTIFICATE NUMBER: 21** **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 SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PHPK2267010	07/01/2021	07/01/2022	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)
								MED EXP (Any one person)
								PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMPROP AGG
	OTHER:							\$
A	AUTOMOBILE LIABILITY				PHPK2267010	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person)
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB				PHUB765507	07/01/2021	07/01/2022	EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB							AGGREGATE
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WWC3535741	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE
								E.L. DISEASE - POLICY LIMIT

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

CERTIFICATE HOLDER

NH Dept of Health & Human Services Bureau of Contracts & Procurement 129 Pleasant Street Concord NH 03301	
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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 	

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MERRIMACK VALLEY ASSISTANCE PROGRAM

Mission Statement

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

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.

Financial Statements

June 30, 2020 and 2019

and

Independent Auditor's Report

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

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

INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

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

Vashon Clukay & Company PC

Manchester, New Hampshire
September 3, 2021

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.**Statements of Financial Position**

June 30, 2020 and 2019

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

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.**Statements of Activities**

For the Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
SUPPORT AND REVENUE:		
Grants and contracts	\$ 903,729	\$ 978,892
Rental income	19,354	19,500
Other revenue	1,557	2,222
Contributions	<u>251</u>	<u>1,602</u>
TOTAL SUPPORT AND REVENUE		
WITHOUT DONOR RESTRICTIONS	<u>924,891</u>	<u>1,002,216</u>
EXPENSES:		
Program services:		
Case management	<u>854,308</u>	<u>911,548</u>
TOTAL PROGRAM SERVICES	<u>854,308</u>	<u>911,548</u>
Supporting services:		
Management and general	<u>109,609</u>	<u>102,162</u>
TOTAL SUPPORTING SERVICES	<u>109,609</u>	<u>102,162</u>
TOTAL EXPENSES	<u>963,917</u>	<u>1,013,710</u>
DECREASE IN NET ASSETS		
WITHOUT DONOR RESTRICTIONS	<u>(39,026)</u>	<u>(11,494)</u>
CHANGE IN NET ASSETS	<u>(39,026)</u>	<u>(11,494)</u>
NET ASSETS - Beginning	<u>54,720</u>	<u>66,214</u>
NET ASSETS - Ending	<u>\$ 15,694</u>	<u>\$ 54,720</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
	<u>Case</u>	<u>Management</u>	<u>Expenses</u>
	<u>Management</u>	<u>and General</u>	
SALARIES AND RELATED EXPENSES:			
Salaries and Wages	\$ 304,607	\$ 63,199	\$ 367,806
Contract Labor	63,013		63,013
Total Salaries and Wages	367,620	63,199	430,819
Payroll Taxes	25,048	1,275	26,323
Fringe Benefits	66,427	5,554	71,981
Total Taxes and Benefits	91,475	6,829	98,304
TOTAL PERSONNEL	<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	5,648		5,648
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.
Statement of Functional Expenses
For the Year Ended June 30, 2019

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

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.**Statements of Cash Flows**

For the Years Ended June 30, 2020 and 2019

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

See notes to financial statements

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

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

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

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

Basis of Presentation

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

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

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

Basis of Accounting

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

Recognition of Donor Restrictions

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

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

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

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 \$7,325 and \$7,477 for the years ending June 30, 2020 and 2019, respectively.

Bad Debts

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

Estimates

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

Functional Allocation of Expenses

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

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

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

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

Income Taxes

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

Fair Value of Financial Instruments

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

Change in Accounting Principle

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

NOTE 2—LIQUIDITY AND AVAILABILITY

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

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

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

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

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

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

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

NOTE 3—SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

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

NOTE 4—GRANTS AND CONTRIBUTIONS RECEIVABLE

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

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

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

NOTE 5—PROPERTY, BUILDING AND EQUIPMENT

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

	<u>2020</u>	<u>2019</u>
Land	\$ 41,117	\$ 41,117
Building and improvements	232,708	232,708
Furniture and equipment	<u>16,935</u>	<u>16,935</u>
Subtotal property, building, and equipment	290,760	290,760
Less accumulated depreciation	<u>(147,331)</u>	<u>(140,006)</u>
	<u>\$ 143,429</u>	<u>\$ 150,754</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. Under the terms of the agreement, the Organization is eligible to apply for principal forgiveness in whole or in part by the Small Business Administration under the CARES Act, once certain eligibility criteria had been satisfied. Repayment on any remaining balances following forgiveness are due in equal monthly payments of \$4,654 including interest at 1.00%, beginning December 2021, with the entire unpaid balance due effective May 2022. Scheduled repayments of principal, excluding potential principal forgiveness are as follows:

Year Ended <u>June 30,</u>	<u>Principal</u>
2021	\$ 31,760
2022	<u>50,940</u>
	<u>\$ 82,700</u>

NOTE 7—MORTGAGE NOTE PAYABLE

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

	<u>2020</u>	<u>2019</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.	<u>\$ 148,006</u>	<u>\$ 153,537</u>

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

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

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

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

NOTE 8—LINE OF CREDIT

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

NOTE 9—REFUNDABLE ADVANCES

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

NOTE 10—LEASE COMMITMENTS

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

NOTE 11—COMMITMENTS AND CONTINGENCIES

Contracts with AIDS Service Organizations

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

Federal Grants

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

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

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

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

NOTE 12—ECONOMIC DEPENDENCY

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

NOTE 13—SUBSEQUENT EVENTS

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

MERRIMACK VALLEY ASSISTANCE PROGRAM

OFFICERS & DIRECTORS

2020-2021

Chairman	Michael Mortimer, Esq	Manchester, NH
Vice Chairman/Treasurer	Ellen H. Molnar, CFP	Meredith, NH
Secretary	Jamie Irving	Meredith, NH
Board Member	James R. MacKay, PhD	Concord, NH
Board Member	Susan Irving, RN, MPH, BSHE, CIC	Belmont, NH
Board Member	Kathleen Galligan	Laconia, NH
Board Member	Thomas Spratt	Manchester, NH

DANIEL AMATO

PROFESSIONAL EXPERIENCE

MERRIMACK VALLEY ASSISTANCE PROGRAM – CONCORD, NH

9/2021 – PRESENT

Director of Office Operations

HIV Case Manager

4/2021 – 8/2021

Merrimack Valley Assistance Program (MVAP) is one 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 supplement support, and community referrals to decrease barriers among clients living with HIV/AIDS.

- 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 infection and disease 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.
- Compiled demographic and financial data from all four NH ASOs to produce and submit three Annual Performance Reports (APRs) to the U.S. Department of Housing and Urban Development (HUD).

AMOSKEAG HEALTH – MANCHESTER, NH

9/2019 – PRESENT

Sexual Health Educator & Program Facilitator

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

- Expanded relationship with key community partners (GSIL, NH Job Corps, YMCA, and the Manchester School District) to bring visibility the program and resources available to teens.
- Established two new key partners (YWCA and Waypoint) through continuous engagement in the community and building connections with key stakeholders and sharing the positive impact and success of the new program curriculum.
- Primary facilitator for the 'Get Real, Comprehensive Sex Education That Works' program designed by Planned Parenthood and published by ETR, focused on 11 core lessons including topics such as: sexual health, sexuality & gender, reproductive anatomy, pregnancy prevention methods, and STI's and HIV.

- Overhauled the program training curriculum and reimagined the participant experience including a remote training plan, amended curriculum, and virtual workbooks and activities to ensure program stability during COVID-19.
- Recognized by leaders in the Department of Maternal and Child Health Section within NHDHHS for setting the standard for delivery of virtual sexual health classes in the State of NH.
- Created and launched a comprehensive training program and supporting materials for new facilitators, educators, and interns to ensure consistency in program delivery for participants.
- Increased exposure and visibility for the program resources by managing all social media channels and external messaging through targeted content creation to support community engagement and outreach.
- Summarize and report key program effectiveness data to state and federal contracts at the conclusion of each class.

NH HIV PLANNING GROUP

2021

Community Stakeholder, Advisory Committee & PrEP Committee

EQUALITY HEALTH CENTER

2021

Committee Member, Marketing Committee & Education/Recruitment Committee

LGBTQ+ COMMITTEE AT AMOSKEAG HEALTH.

2019

Chair

LAWRENCE GENERAL HOSPITAL – LAWRENCE, MA

6/2017 – 9/2020

Cardiac Monitor Technician/Unit Secretary/Nursing Assistant

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

CONCORD HOSPITAL – CONCORD, NH

12/2014 – 5/2017

Patient Registrar

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

NOTABLE ACCOMPLISHMENTS & RELEVANT TRAINING

- Presented for *GLSEN NH* with an inclusive sex education panel (2020)
- 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)
- National Conference on Social Work and HIV/AIDS - Collaborative Solutions, Inc (2021)
- CARES Act Conference – U.S. Department of Housing and Urban Development (2021)

EDUCATIONAL BACKGROUND

BS, Community Health Education Southern New Hampshire University	11/2021
High School Diploma Bow High School	6/2014

Dennis P. Morrison



Key Skills:

Administer medication	Case Management	Customer service
Report & Document preparation	Rapid HIV Testing	Individual Service Plans
Team building & Supervision	Communication Management	Community Outreach

Knowledgeable in HIPAA Microsoft Office DHHS Citrix/ CAREWare Database

Merrimack Valley Assistance Program, Concord, NH
Medical Case Manager 02/2016-03/2021
Office Manager/ Sr. Case Manager Coordinator 03/2021- Present

Medical Case Manager.

- Provide psychosocial support to individuals living with HIV/AIDS.
- Intake new clients / re-enroll current clients in MVAP and the NH Ryan White CARE Program.
- Referring clients to various healthcare and social services.
- Service coordination, monitoring and follow-up.
- Documentation in client's progress notes.
- Peer support.

Office Manager/ Sr. Case Manager Coordinator

- Accomplishes department objectives by managing staff; planning and evaluating department activities.
- Maintains staff by recruiting, selecting, orienting, and training employees.
- Ensures a safe, secure, and legal work environment.
- Develop personal growth opportunities.
- Order office supplies.

**Transitional Housing Services,
North American Family Institute, Concord NH**

Direct Care Counselor/ Vocational Manager 12/2011-02/2016

- Creative and resourceful supervisor / Manager of a sheltered vocational work site.
- Teaching skills that will apply for independent community living.
- An inspired facilitator of art therapy, culinary, and fitness groups.
- Self manages documentation of consumer assessments daily.
- Illness Management and Recovery (IMR) group facilitator

Transitional Housing Services, DHHS, Concord NH
Mental Health Worker, 2006 to 2011

- 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.

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 and references furnished upon request.

Beverley Black Hammond, MSW, LICSW



Summary

Experienced Licensed Independent Clinical Social Worker with strong clinical and good listening skills whose practice style is one of collaboration with clients to reduce any barriers to their wellness and to promote their highest potential for health in mind, body and spirit. Integrity and adherence to the National Association of Social Workers Code of Ethics is the guiding practice principal. Practice of holistic therapies for self-care enriches her practice with clients. Actively participates in continuing education for professional and personal growth.

Experience

Medical Case Manager

2007-2018

MVAP contract with Lakes Region General Hospital

- *Medical Case Manager for clients enrolled in MVAP and the NH Ryan White Care Program
- *Enrollment of clients in the NH Ryan White Care Program which provided clients access to Primary and Specialty Care and medications
- *Six month reenrollments with clients
- *Assessments and Service Plans with SMART goals focus
- *Coordination with client's healthcare team and referrals to community resources
- *Obtained fuel, utilities, housing and transportation assistance as needed for clients

Employed directly by MVAP-Medical Case Manager-duties as above

2018-November 2020

Clinical Supervisor-MVAP

June 2018-September 2019

Supervised 6 Medical Case Managers
Reviewed Medical Case Manager's Client Service Plans
Collaboration with Medical Case Managers regarding client's barriers to wellness and goals to address barriers developed jointly with clients
Reflective listening with Medical Case Managers about challenging client situations and offering validation and suggestions
Encouraged Medical Case Managers to practice self-care

Lakes Region General Hospital- Laconia, NH

2018-May 2019

In patient Medical Social Worker

*Psychosocial assessments, advocacy and care coordination and community resources referrals for hospitalized patients and Emergency Room Social Work coverage

Beverley Black Hammond

**Medical Outpatient Care Manager-Lakes Region General Hospital
2012-2018**

- * Assessments, advocacy, coordination of community resources, coordination with healthcare providers for clients with multiple medical or psychosocial issues to reduce their Barriers to Wellness and promote their health and well-being
- *Care Plans developed jointly with clients

VetLink Coordinator- Lakes Region General Hospital 2013-2018

- *Referrals for Veterans to Veteran Services and community resources
- *Assisted Veterans in applying for Veterans Health Benefits
- *Support and advocacy for Veterans and family members

**Lakes Region General Hospital-Laconia, NH 1992-2012
Care Manager**

- * Assessments, advocacy, coordination of community resources, coordination with healthcare providers and health promotion for clients enrolled in HealthLink, a hospital sponsored program for the uninsured
- * Development of Care Plans with clients to address their Barriers to Wellness
- * Two month follow-up calls and 6 month appointments with clients for care coordination

Peaceful Journey Yoga: Have taught yoga classes for 20 years in Chocorua, NH and facilitated a 3 day Yoga Retreat in Prince Edward Island, Canada in 2007.

Education

Bachelors in Social Service-University of New Hampshire, Durham, NH
Master's in Social Work-Simmons College, School of Social Work, Boston, MA
Additional Trainings: Mind Body Medicine Institute, Boston, MA
UMass Center for Mindfulness, Worcester, MA
Certified Yoga Teacher, Kripalu Center for Yoga and Health, Stockbridge, MA

Professional Association

National Association of Social Workers, NH Chapter

Volunteer Activities

Coordinator of Dinner Bell, community outreach free Sunday meal-St. Andrew's Church,
Tamworth, NH 2017-2019

Social pleasures

Spending time with family, yoga, nature, swimming, cooking and music

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Dennis Morrison	CONCORD Office Mng Laconia SRCASE MANAGER	42,987	50	21,493.50
DANIEL AHATO	Director of Office Operations	41,500	50	20,750.00
Beverly HAMMOND	Pt Case Mgr. 20.60 hr	21,424	50	10,712.00



Lori A. Shillineau
Commissioner

Christine L. Santanillo
Director

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

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

July 21, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Sole Source** amendment to an existing contract with Merrimack Valley Assistance Program, Inc., (VC#157934), Concord, NH, to provide housing and utility assistance, and supportive services, to low income persons and their families living with Human Immunodeficiency Virus / Acquired Immune Deficiency Syndrome (HIV/AIDS), by extending the completion date from February 28, 2021 to April 3, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on February 21, 2018, item #12. Governor Sununu recently approved the addition of \$107,819 of Coronavirus Aid, Relief, and Economic Security (CARES) Act funds for timely supportive services and housing and utility assistance for low income persons and their families living with HIV/AIDS during the COVID-19 pandemic (see corresponding Informational Item).

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Revised Budget
2018	102-500731	Contracts for Prog Svc	TBD	\$104,503
2019	102-500731	Contracts for Prog Svc	TBD	\$313,510
2020	102-500731	Contracts for Prog Svc	TBD	\$421,329
2021	102-500731	Contracts for Prog Svc	TBD	\$209,007
			Total	\$1,048,349

EXPLANATION

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

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

The exact number of individuals and families served under this agreement is dependent upon the trajectory of the COVID-19 public health crisis. However, the program is anticipated to support at least eighteen (18) households through rental assistance; approximately ninety-two (92) households through short-term rent/mortgage/utility payments; approximately two-hundred-ten (210) households through supportive services; approximately ninety-two (92) households through housing information services; and approximately forty-seven (47) households through permanent housing placement services between April 3, 2020, and April 3, 2023.

The Department will monitor contracted services using the following tools:

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

Should the Governor and Council not authorize this request, approximately one-hundred (100) households affected by HIV/AIDS throughout the Balance of State areas may lose their ability to maintain their current housing. Approximately two-hundred-ten (210) additional households may lose essential supportive services, such as counseling and financial management, which are necessary to maintain housing.

Area served: Balance of State areas, including Belknap, Carroll, Cheshire, Coos, Grafton, Merrimack, Rockingham, Stafford, Sullivan and Hillsborough Counties (excluding Greater Manchester and Greater Nashua, for which HOPWA services are provided through a separate contract administered through the New Hampshire Bureau of Housing Supports).

Source of Funds: CFDA #14.241, FAIN #NH-H2001W072

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

Respectfully submitted,


Lori A. Shilbinette
Commissioner

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

Lori A. Stiblaette
 Commissioner

Christine L. Santanella
 Director

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

July 13, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, and 2020-14, Governor Sununu has authorized the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Merrimack Valley Assistance Program, Inc., (VC#157934), Concord, NH, to provide supportive services during the COVID-19 pandemic to low income persons and their families living with Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS), by increasing the price limitation by \$107,819 from \$940,530 to \$1,048,349, effective retroactive to April 3, 2020. 100% Federal Funds.

The original contract was approved by Governor and Council on February 21, 2018, item #12.

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Requested Action - Increase (Decrease)	Revised Budget
2018	102-500731	Contracts for Prog Svc	TBD	\$104,503	\$0	\$104,503
2019	102-500731	Contracts for Prog Svc	TBD	\$313,510	\$0	\$313,510
2020	102-500731	Contracts for Prog Svc	TBD	\$313,510	\$107,819	\$421,329
2021	102-500731	Contracts for Prog Svc	TBD	\$209,007	\$0	\$209,007
			Total	\$940,530	\$107,819	\$1,048,349

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

EXPLANATION

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

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

The exact number of individuals and families served under this agreement is dependent upon the trajectory of the COVID-19 public health crisis. However, the program is anticipated to support at least eighteen (18) households through rental assistance; approximately ninety-two (92) households through short-term rent/mortgage/utility payments; approximately two-hundred-ten (210) households through supportive services; approximately ninety-two (92) households through housing information services; and approximately forty-seven (47) households through permanent housing placement services between April 3, 2020 and April 3, 2023.

The Department will monitor contracted services using the following tools:

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

Area served: Balance of State area including Belknap, Carroll, Cheshire, Coos, Grafton, Merrimack, Rockingham, Stafford, Sullivan and Hillsborough Counties (excluding Greater Manchester and Greater Nashua, for which HOPWA services are provided through a separate contract administered through the New Hampshire Bureau of Housing Supports).

Source of Funds: CFDA #14.241, FAIN #NH-H2001W072

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

Respectfully submitted,



 Lori A. Shibinette
Commissioner



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

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 21, 2018, (Item #12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
April 3, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,048,349.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Modify Exhibit A, Scope of Services, Section 4., Contract Administration, by adding Subsection 4.7., to read:
 - 4.7. The Contractor shall use the funding provided through the Housing Opportunities for Persons with Aids (HOPWA) Program, New Hampshire Balance of State, Grant # NH-H2001W072, to respond to the COVID-19 pandemic through the purchase and provision of the following items, including but not limited to:
 - 4.7.1. Personal Protective Equipment (PPE), sanitizing and cleaning products;
 - 4.7.2. PPE education and instructions;
 - 4.7.3. Food, Nutrition and Transportation services, including but not limited to:
 - 4.7.3.1. Gift cards, groceries and grocery delivery;
 - 4.7.3.2. Assistance with taxi or Uber fees for employment, medical or general appointments, and shopping;
 - 4.7.4. Case Management services to assist clients with various items, including but not limited to those listed above;
 - 4.7.5. Resource identification and planning services to ensure a rapid response to



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

- emergencies and infectious disease outbreaks;
- 4.7.6. Leasing assistance for motel or hotel quarantine stays; and
- 4.7.7. Short-term mortgage, utility and rental assistance due to increased unemployment levels related to the COVID-19 pandemic.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, by adding Subsection 1.1.2., to read:
- 1.1.2. This contract is funded in part by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:
- | | |
|--|--|
| NH General Fund: | 0% |
| Federal Funds: | 100% |
| CFDA #: | 14.241 |
| Grant Number: | NH-H2001W072 |
| Federal Agency: | U.S. Department of Housing & Urban Development (HUD) |
| Federal Office: | Office of Community Planning and Development |
| Program Title: | Housing Opportunities for Persons With AIDS (HOPWA) |
| Total Amount HOPWA program; | |
| April 3, 2020 – April 3, 2023: not to exceed \$107,819 | |
| Funds allocation under this agreement for HOPWA: | |
| Tenant-Based Rental Assistance | \$0 |
| Short-Term Rent, Mortgage and Utility | \$0 |
| Supportive Services | \$0 |
| Housing Information Services | \$0 |
| Permanent Housing Placement Services | \$0 |
| Project Sponsor Administrative Costs | \$0 |
| COVID-19 Related Costs | <u>\$107,819</u> |
| Total program amount: | \$107,819 |
- 1.1.2.1. Grant Number: NH-H170020, March 1, 2018 - February 28, 2021: \$940,530
- 1.1.2.2. Grant Number: NH-H2001W072, April 3, 2020 – April 3, 2023: \$107,819
- 1.1.2.3. Total Program Funds, March 1, 2018 – April 3, 2023: \$1,048,349
7. Modify Exhibit K, DHHS Information Security Requirements, by replacing in its entirety with Exhibit K Amendment #1, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.



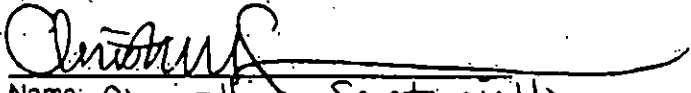
**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons With AIDS (HOPWA) Program
New Hampshire Balance of State**

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

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

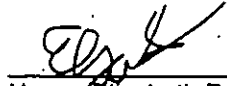
State of New Hampshire
Department of Health and Human Services

7/14/20
Date


Name: Christine Santaniello
Title: Director DEHS

Merrimack Valley Assistance Program, Inc.

07/14/2020
Date


Name: Elizabeth Posey
Title: Executive Director



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

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

OFFICE OF THE ATTORNEY GENERAL

07/14/20

Date

Catherine Pinos

**Name: Catherine Pinos
Title: Attorney**

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

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.).

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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

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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

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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

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

Jeffrey A. Meyers
Commissioner

Christine M. Tappan
Associate
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
Fax: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 24, 2018

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, Office of Human Services, Bureau of Homeless and Housing Services, to enter into a sole source agreement with Merrimack Valley Assistance Program, Inc. (vendor # 157934-B001), 8 Wall Street, Concord, NH 03301, to provide tenant-based, long-term, rental assistance; short-term rent, mortgage and utility assistance; permanent housing placement services; housing information services; supportive services; and project administrative services to low income persons living with Human Immunodeficiency Virus / Acquired Immune Deficiency Syndrome, and their families, in an amount not to exceed \$940,530, effective March 1, 2018, through February 28, 2021, upon Governor and Executive Council approval. 100% Federal Funding.

Funds are available in the following account for State Fiscal Years 2018 and 2019, and are anticipated to be available in State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without approval from the Governor and Executive Council, if needed and justified.

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

State Fiscal Year	Class/Account	Title	Amount
2018	102-500731	Contracts for Program Services	\$104,503
2019	102-500731	Contracts for Program Services	\$313,510
2020	102-500731	Contracts for Program Services	\$313,510
2021	102-500731	Contracts for Program Services	\$209,007
		Total	\$940,530

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

EXPLANATION

This is a sole source agreement because the U.S. Department of Housing and Urban Development issued public notice CPD-17-02 on February 16, 2017 for renewal funding requiring the Department to specify the State's designated Housing Opportunities for Persons With Acquired Immune Deficiency Syndrome Program Sponsor Agency during the federal application process prior to the grant award being issued. The vendor's Federal Renewal Application has been scored and approved by the U.S. Department of Housing and Urban Development which issued a letter of approval dated December 22, 2017.

The purpose of this agreement is to allocate Housing Opportunities for Persons with Acquired Immune Deficiency Syndrome Program grant funds provided to the State by the U.S. Department of Housing and Urban Development to homeless, low-income persons living with Human Immunodeficiency Virus / Acquired Immune Deficiency Syndrome and their families.

Successful continued renewal of this grant is contingent upon maintaining consistent services and positive service outcomes through an established Sponsor Agency. The Sponsor Agency must be a service provider with both the capacity to serve the New Hampshire Balance of State area (all regions in New Hampshire excluding Greater Manchester and Greater Nashua) and a history of providing services through the Housing Opportunities for Persons With Acquired Immune Deficiency Syndrome Program grant. Merrimack Valley Assistance Program, Inc. was awarded the role of New Hampshire's Sponsor Agency as a result of a competitive procurement process in 1999, and has successfully provided the required program services since that time.

All initiatives in this program focus on attaining and maintaining quality of life and independent living. This program provides services for approximately eighteen (18) households supported through tenant based rent assistance; approximately ninety-two (92) households with short-term rent/mortgage/utility payments; approximately two-hundred-ten (210) households with supportive services; approximately ninety-two (92) households with housing information services; and approximately forty-seven (47) households with permanent housing placement services.

Should the Governor and Executive Council determine not to approve this request, approximately one-hundred (100) households affected by Human Immunodeficiency Virus / Acquired Immune Deficiency Syndrome throughout the New Hampshire Balance of State area may lose their ability to maintain their current housing. Approximately two-hundred-ten (210) additional households may lose essential supportive services, such as counseling and financial management, which are necessary to maintain their housing. A number of full-time employees providing supportive services through local Acquired Immune Deficiency Syndrome Service Organizations may become unemployed, eliminating the capacity of those organizations to provide supportive services.

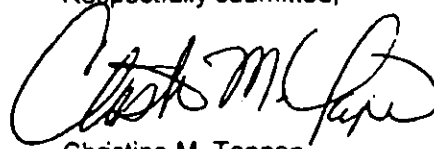
Area served: Balance of State area including Belknap, Carroll, Cheshire, Coos, Grafton, Merrimack, Rockingham, Stafford, Sullivan and Hillsborough Counties (excluding Greater Manchester and Greater Nashua, New Hampshire).

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

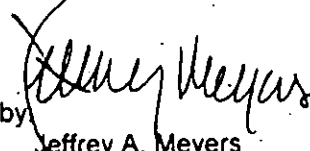
Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, Housing Opportunities for Persons With Acquired Immune Deficiency Syndrome Program, Catalog of Federal Domestic Assistance Number (CFDA) #14.241.

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

Respectfully submitted,



Christine M. Tappan
Associate Commissioner



Approved by

Jeffrey A. Meyers
Commissioner

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


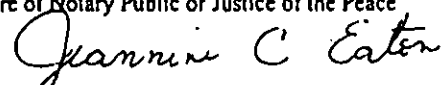
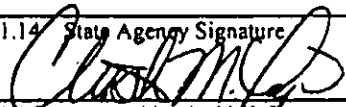
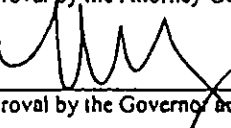
Subject: Housing Opportunities for Persons With AIDS (HOPWA), NH Balance of State, SS-2018-BHHS-05-HOPWA-02

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Merrimack Valley Assistance Program, Inc.		1.4 Contractor Address 8 Wall Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 226-0607	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date February 28, 2021	1.8 Price Limitation \$940,530
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Velma McClure Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>1/25/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace <u>JEANNINE C. EATON, NOTARY</u>			
1.14 State Agency Signature  Date: <u>1/26/18</u>		1.15 Name and Title of State Agency Signatory <u>Christine M. Tapan, Associate Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>1/31/18</u> Megan A. Yule Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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



Exhibit A

SCOPE OF SERVICES

Housing Opportunities for Persons With AIDS, New Hampshire Balance of State

1. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Housing Opportunities for Persons With AIDS (HOPWA) Grant. The State has applied for the HOPWA Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the HOPWA Grant.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date; submitted to:

NH DHHS
Bureau of Homeless & Housing Services (BHHS)
129 Pleasant Street
Concord, NH 03301

2. SERVICES

- 2.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize funding from the U.S. Department of Housing and Urban Development (HUD), Office of Community Planning and Development, HOPWA Grant as indicated in Exhibit B, Method and Conditions Precedent to Payment, of this agreement.
 - 2.1.1. The Contractor shall provide services including, but not limited to, tenant-based, long-term, rental assistance; short-term rent, mortgage and utility assistance; permanent housing placement services; housing information services; supportive services and project administrative costs.
 - 2.1.2. Services shall only be provided to clients who meet the federal eligibility standards for HOPWA services to facilitate the procurement and retention of safe, affordable housing.
 - 2.1.3. The Contractor agrees to provide eligible services in compliance with all HUD regulations detailed in 24 CFR 574 HOPWA which can be accessed at:

<https://www.ecfr.gov/cgi-bin/text-idx?rqn=div5&node=24:3.1.1.3.7>

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



Exhibit A

- 2.2. The Contractor agrees to comply with the program narratives in the renewal application submitted to HUD. The Contractor shall, directly, or by way of approved subcontractor, provide Human Immunodeficiency Virus and Acquired Immune Deficiency Syndrome (HIV/AIDS) housing opportunities, education, prevention/intervention activities, and supportive services statewide (excluding Greater Manchester and the City of Nashua).
 - 2.2.1. The Contractor shall make all appropriate referrals needed by service applicants.
 - 2.2.2. The Contractor shall maintain adherence to federal and state confidentiality laws.
- 2.3. Over the grant period, the Contractor shall provide the following services:
 - 2.3.1. Approximately eighteen (18) households assisted through tenant-based, long-term rental assistance payments to maintain participants in safe, permanent housing of their choice. (Pursuant to HUD's contract conditions, this contract may not be used to expand the number of units assisted);
 - 2.3.2. Approximately ninety-two (92) households assisted through short-term rent, mortgage and utility payments to prevent homelessness. Short-term assistance is to stabilize participants in a brief crisis, to prevent evictions, utility disconnection, or homelessness, or to bridge financial gaps while accessing long-term benefit programs;
 - 2.3.3. Approximately two-hundred-ten (210) households assisted with supportive services including, but not limited to, case management, counseling and other supports essential for participants to access and maintain safe and permanent housing;
 - 2.3.4. Approximately ninety-two (92) households assisted with housing information services including, but not limited to, counseling, information and referrals in assisting eligible persons to locate, acquire, finance and maintain housing;
 - 2.3.5. Approximately forty-seven (47) households assisted with permanent housing placement services including, but not limited to, assistance for beneficiaries in moving to other permanent housing that do not involve HOPWA funding, such as home ownership; and
 - 2.3.6. Project Administrative Costs including, but not limited to, oversight of HOPWA staff, ongoing assessment of the process of services data collection and reporting, billing, managing accounts and audits.

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. The Contractor shall submit the following reports:
 - 3.1.1. Annual Performance Report: Within thirty (30) days after the Completion Date, an Annual Performance Report (APR) shall be submitted to BHHS that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. This report shall include all HUD required data and documents and an aggregate summarization of clients served in each activity category. The APR shall be in the form required or specified by the State, and submitted to the address listed in section 1.3. Exhibit A; and

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



Exhibit A

- 3.1.2. Other Reports as requested by the State in compliance with NH HMIS policy.
- 3.2. All programs under this contract are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>
- 3.3. Failure to submit the above reports or enter data into NH HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by BHHS.
- 3.4. The Contractor shall cooperate fully with and answer all questions of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.
4. **CONTRACT ADMINISTRATION**
 - 4.1. Technical assistance will be utilized to increase housing availability for persons with HIV/AIDS, provide education to landlords, nonprofit housing developers and public housing authorities, and provide training to case managers and consumers based upon needs assessment findings.
 - 4.1.1. The Contractor shall ensure that cultural competency trainings are conducted for case managers, and other service agency staff.
 - 4.1.2. The Contractor shall ensure that trainings are conducted for new case managers regarding housing resources.
 - 4.1.3. The Contractor shall ensure that quarterly meetings are held with case managers regarding housing needs, resource updates, and service needs.
 - 4.2. The Contractor shall have appropriate levels of staff to attend all meetings or trainings requested by BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five (5) working days in advance of each meeting.
 - 4.3. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
 - 4.4. The Contractor shall inform BHHS of any staffing changes within thirty (30) days of the change.
 - 4.5. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
 - 4.6. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and BHHS.

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

Exhibit B



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

1. Housing Opportunities for Persons With AIDS, New Hampshire Balance of State

1.1. The following financial conditions apply to the scope of services as detailed in Exhibit A – Housing Opportunities for Persons With AIDS, New Hampshire Balance of State.

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

NH General Fund:	0%
Federal Funds:	100%
CFDA #:	14.241
Grant Number:	TBD
Federal Agency:	U.S. Department of Housing & Urban Development (HUD)
Federal Office:	Office of Community Planning and Development
Program Title:	Housing Opportunities for Persons With AIDS (HOPWA)
Total Amount HOPWA program;	
March 1, 2018 – February 28, 2021: not to exceed \$940,530	
Funds allocation under this agreement for HOPWA;	
Tenant-Based Rental Assistance	\$211,642
Short-Term Rent, Mortgage and Utility	\$267,642
Supportive Services	\$221,716
Housing Information Services	\$128,000
Permanent Housing Placement Services	\$50,000
Project Sponsor Administrative Costs	<u>\$61,530</u>
Total program amount:	\$940,530

2. Reports

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

2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State at the following address:

NH DHHS
Bureau of Homeless & Housing Services (BHHS)
129 Pleasant Street
Concord, NH 03301

2.2. Where the Contractor is not subject to the requirements of 2 CFR part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

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

Exhibit B



3. Project Costs: Payment Schedule; Review by the State

- 3.1. **Project Costs:** As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with HOPWA regulations, and with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.
- 3.2. **Subcontractors:** The contractor agrees to request and receive prior written approval from the State to engage any subcontractors under this Agreement, and further agrees to pay the expenses of any subcontractors awarded under this Agreement in accordance with Exhibit A, Scope of Services.
- 3.3. **Payment of Project Costs:** Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor in an amount not to exceed Block 1.8 Price Limitation, of the General Provisions of the Agreement. The State agrees to utilize funds as provided through the HUD HOPWA Program for tenant-based, long-term, rental assistance; short-term rent, mortgage and utility assistance; permanent housing placement services; housing information services; supportive services and project administrative costs in payments in accordance with such other schedules as may be required by HUD under the provisions of 24 CFR Part 574, HOPWA and all applicable regulations.
- 3.4. **Schedule of Payments:** Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses. Invoices shall be submitted promptly to the address listed above in section 2.1.1. Exhibit B.
- 3.5. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture.

4. Use Of Grant Funds

- 4.1. **Conformance to 24 CFR Part 574 Subpart D:** Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 24 CFR Part 574 Subpart D.
- 4.2. **Notwithstanding paragraph 18 of the General Provisions P-37,** changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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



Exhibit B

5. Contractor Financial Management System

- 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B, Section 3.3., Payment of Project Costs and Section 3.4., Schedule of Payments, of this Agreement.

New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

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

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

Exhibit C – Special Provisions

Contractor Initials WJ 1/25/18

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit C-1



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES 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.

Contractor Name: Merrimack Valley Assistance Program, Inc.

1/25/18
Date

VMC
Name: Velma McClure
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV


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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Merrimack Valley Assistance Program, Inc.

1/25/18
Date


Name: Velma McClure
Title: Executive Director

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 (l)(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, Inc

1/25/18
Date


Name: Velma McCreary
Title: Executive Director

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

VM

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

6/27/14
Rev. 10/21/14

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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, Inc.

1/25/2018
Date

Name: Velma McClure
Title: Executive Director

Exhibit G

Contractor Initials

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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, Inc

1/25/18
Date

[Signature]
Name: Alma McClure
Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY 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.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

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Exhibit I.

- I. "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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 2 of 6

Contractor Initials

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Date 1/25/18

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.

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Date 1/25/18

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

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Contractor Initials

VM

Date 1/25/16

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.

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Contractor Initials

VM

Date 1/25/18

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) f, 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

The State

Signature of Authorized Representative

Christine M. Tappan

Associate Commissioner

Date

1/25/18

Merrimack Valley Assistance Program, Inc

Name of the Contractor

Signature of Authorized Representative

Velma McClure

Name of Authorized Representative

Executive Director

Title of Authorized Representative

Date

1/25/18

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 (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

The 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, Inc

Date: 1/25/18

Name: Velma McClure

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 DUNS number for your entity is: 1712941832
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?

X NO YES

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

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

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

 NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services
Exhibit K



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. 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.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. 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.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of 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.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.
Breach notifications will be sent to the following email addresses:
 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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

New Hampshire Department of Health and Human Services

Exhibit K



by the vendor 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, or otherwise physically destroying the media (for example, degaussing). The vendor 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 the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.
3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.
 4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
 5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.
 6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.