



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

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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April 3, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source
Retroactive

Requested Action

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Homeless and Housing Services to enter into a **sole source** Agreement with Merrimack Valley Assistance Program, Inc., 8 Wall Street Concord, NH 03301, (vendor code 157934-B001), to provide supportive services, long term rental assistance and short term assistance to homeless, low income and very low income individuals, and their families, who have Human Immunodeficiency Virus / Acquired Immune Deficiency Syndrome, in an amount not to exceed \$976,392, effective **retroactive** to March 1, 2015, upon Governor and Executive Council approval, through February 28, 2018. 100% Federal Funding.

Funds are available in the following account for State Fiscal Year 2015 and are anticipated to be available in State Fiscal Years 2016, 2017 and 2018 with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified, without further approval from the Governor and Executive Council.

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

State Fiscal Year	Class / Object	Class Title	Contract Amount
2015	102-500731	Contracts for Program Svc.	\$108,488
2016	102-500731	Contracts for Program Svc.	\$325,464
2017	102-500731	Contracts for Program Svc.	\$325,464
2018	102-500731	Contracts for Program Svc.	\$216,976
		Sub-total	\$976,392

Explanation

This is a **sole source** agreement because the vendor's Federal Renewal Application has been scored and approved by the U.S. Department of Housing and Urban Development which has issued Performance Grant Agreement # NH-H140019 for the period of March 1, 2015 through February 28, 2018.

This agreement is **retroactive** because unexpected personnel changes at the Bureau of Homeless and Housing Services, the medical retirement of a key program associate, led to a delay in initiating the contracting process until the federal grant agreement was received by the Department in late January 2015. The vendor has been providing services at their own risk since March 1, 2015.

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

Successful 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 except Greater Manchester and the City of 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 for the Housing Opportunities for Persons With Acquired Immune Deficiency Syndrome Program 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 up to eighteen (18) households supported through tenant based rent assistance; up to ninety-two (92) households with short-term rent/mortgage/utility payments; up to two hundred ten (210) households with supportive services; up to ninety-two (92) households with housing information services; and up to forty-seven (47) households with permanent housing placement services.

Should the Governor and Executive Council determine not to approve this request, up to ninety-nine (99) households affected by Human Immunodeficiency Virus / Acquired Immune Deficiency Syndrome throughout the New Hampshire Balance of State area will lose their ability to maintain their current housing. Two hundred ten (210) additional households will 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 will become unemployed, eliminating the capacity of those organizations to provide supportive services to families affected by Human Immunodeficiency Virus / Acquired Immune Deficiency Syndrome.

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).

Housing Opportunities for Persons With Acquired Immune Deficiency Syndrome Program services for the Greater Manchester area are provided through a separate federal Housing Opportunities for Persons With Acquired Immune Deficiency Syndrome Program grant administered through the Bureau of Homeless and Housing Services by way of a separate contract. Housing Opportunities for Persons With Acquired Immune Deficiency Syndrome Program services for the Greater Nashua area are provided through a Housing Opportunities for Persons With Acquired Immune Deficiency Syndrome Program grant administered by Harbor Homes, Inc.

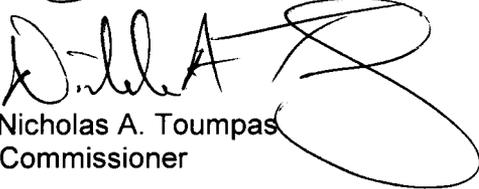
Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, Housing Opportunities for Persons With Acquired Immune Deficiency Syndrome Program, Performance Grant Agreement # NH-H140019, Catalog of Federal Domestic Assistance Number (CFDA) #14.241.

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

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by: 
Nicholas A. Toumpas
Commissioner

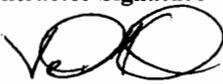
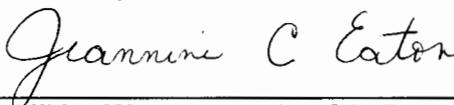
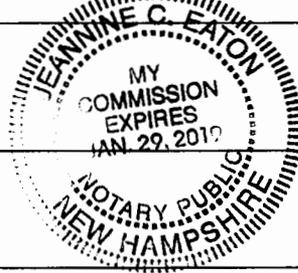
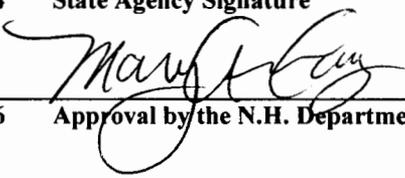
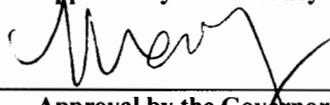
Subject: Housing Opportunities for Persons With AIDS (HOPWA)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Homeless and Housing Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Merrimack Valley Assistance Program, Inc.		1.4 Contractor Address 8 Wall Street Concord, NH 03301 P.O. Box 882, Concord, NH 03302-0882	
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, 2018	1.8 Price Limitation \$976,392
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
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>3/20/15</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 s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace JEANNINE C. EATON, NOTARY			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COONEY Associate Commissioner	
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) By:  Megan A. York - Attorney On: <u>4/20/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: VM
Date: 3/20/15

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: VM
Date: 7/20/15

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

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 Grant. The State has applied for the Housing Opportunities for Persons With AIDS 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 Housing Opportunities for Persons With AIDS Grant.
- 1.2. 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.

2. SERVICES

- 2.1. Based on the continued receipt/availability of federal funds from the U.S. Department of Housing and Urban Development, the Contractor shall provide housing and comprehensive case management, housing information services, permanent housing placement and supportive services. These services shall only be provided to clients who meet the federal eligibility standards for Housing Opportunities for Persons with AIDS (HOPWA) services to facilitate the procurement and retention of safe, affordable housing.
- 2.2. The Contractor agrees to comply with the program narratives in the renewal application submitted to the U.S. Department of Housing and Urban Development (HUD). The Contractor shall, directly, or by way of approved subcontractor, provide 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 three-year grant period, the Contractor shall provide the following services:
 - 2.3.1. Up to 18 households assisted through tenant based rental assistance;
 - 2.3.2. Short-term rent/mortgage/utility payments for up to 92 households;
 - 2.3.3. Supportive services for up to 210 households;
 - 2.3.4. Housing information services for up to 92 households; and
 - 2.3.5. Permanent housing placement services provided for up to 47 households.

VM

3/20/15



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. The Contractor shall ensure tracking and reporting of performance and outcome measures using the following tools:
 - 3.1.1. Knowledge and awareness surveys;
 - 3.1.2. Consumer needs assessments;
 - 3.1.3. Outcome data reports;
 - 3.1.4. Consumer satisfaction surveys;
 - 3.1.5. Interviews with service providers and case managers; and
 - 3.1.6. Training evaluations.
- 3.2. The Contractor shall cooperate fully with and answer all questions of representatives of the State conducting any periodic or special review of performance of the Contractor, or any inspection of the program records or facilities of the Contractor.

4. CONTRACT ADMINISTRATION

- 4.1. Technical assistance will be utilized to increase housing availability for persons with HIV/AIDS, provide education and training 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, housing providers, 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 and providers regarding housing needs, resource updates, and service needs.

5. FINANCIAL

- 5.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize funding from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Housing Opportunities for Persons With AIDS Grant as indicated in Exhibit B of this agreement.



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Housing Opportunities for Persons With AIDS

Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.

The following financial conditions apply to the scope of services as detailed in Exhibit A – Housing Opportunities for Persons With AIDS program.

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: Not applicable
Federal Funds: 100%
CFDA #: 14.241
Grant Number: NH-H14-0019
Federal Agency: U.S. Department of Housing & Urban Development
Federal Office: Office of Community Planning and Development
Program Title: Housing Opportunities for Persons With AIDS

Total Amount Housing Opportunities for Persons With AIDS program;

March 1, 2015 – February 28, 2018: not to exceed \$976,392

Funds allocation under this agreement for Housing Opportunities for Persons With AIDS;

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	\$50,000
Project Sponsor Administrative Costs	\$63,876
Resource ID	<u>\$33,516</u>
Total program amount:	\$976,392

1. Project Costs: Payment Method and Payment Schedule Review by the State

- 1.1 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 Services, as determined by the State to be eligible and allowable for payment in accordance with HOPWA regulations, allowable cost standards set forth in OMB Circular A-87 as revised from time to time, and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.



Exhibit B

- 1.2 Payment of Project Costs: Subject to the general provisions of this Agreement and in consideration of the satisfactory completion of the Services to be performed under this Agreement, the State agrees to purchase from the Contractor in the amount not to exceed 1.8. of the General Provisions of the Agreement. The State agrees to provide funds for supportive services, rental assistance, short term rent, mortgage and utility payments, and administrative costs in payments in accordance with such other schedules as may be required by the HUD under the provisions of 24 CFR Part 574, HOPWA and all applicable regulations.
- 1.3 Schedule of Payments: The Contractor shall submit documentation of expenditures of Federal funds at the conclusion of each monthly period or any other such schedule as may be required. Invoices shall be submitted promptly to: Bureau of Homeless and Housing Services, 105 Pleasant Street, Concord, NH 03301. The invoice shall segregate charges by Budget Line Item (BLI) and BLI code.
- 1.4 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.

2. Reports

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

- 2.1 Progress Reports: Semiannual and annual financial and statistical progress reports which identify the status of the Services performed, the outlook for completion of the remaining services prior to the Completion Date and the changes, if any, which need to be made to the services, shall be submitted by the 15th of the month following the end of each six month period on forms supplied by the State.
- 2.2 Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations, which implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

Where the Contractor is not subject to the requirements of the OMB Circular A-133, within ninety (90) days after the end of the fiscal year in which the project is completed, three (3) copies 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, Programs, Activities, and Functions" by the Comptroller General of the United States.

3. Use of Grant Funds

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



Exhibit B

4. Contractor Financial Management System

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appears on the budget page without the prior written authorization from the State. Any expenditures that exceed the approved budgets shall be solely the financial responsibility of the Contractor. However, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible by this Agreement. In any event, the Contractor shall be required to continue providing the Services specified in this Agreement. The Contractor shall make no adjustments so as to incur additional expenses in State funded programs in subsequent years without prior written authorization from the State.



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

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.



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.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella insurance coverage of not less than \$1,000,000 per occurrence; and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

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



- 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

3/20/15
Date


Name: Velma McClure
Title: Executive Director



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

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

Contractor Name: Merrimack Valley Assistance Program

3/20/15
Date


Name: Velma McClure
Title: Executive Director



**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



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:

3/20/15
Date


Name: Velma McClure
Title: Executive Director



**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



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

3/20/15
Date


Name: Velma McClure
Title: Executive Director



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The 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

3/20/15
Date


Name: Velma McClure
Title: Executive Director



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.



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



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



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



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.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH DHHS
The State

Mary Ann Cooney
Signature of Authorized Representative

MARY ANN COONEY
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

4/6/15
Date

Merrimack Valley Assistance Program
Name of the Contractor

[Signature]
Signature of Authorized Representative

Velma McClure
Name of Authorized Representative

Executive Director
Title of Authorized Representative

3/20/15
Date



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

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

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

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

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

The 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

3/20/15
Date


Name: Veima McClure
Title: Executive Director



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: 171941834
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

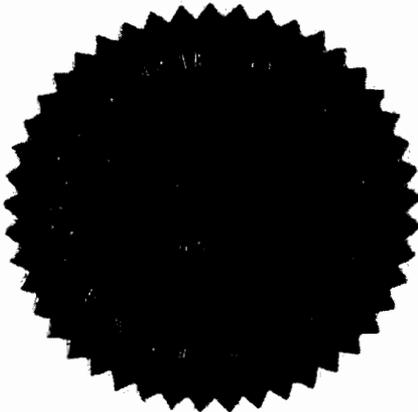
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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 formed February 14, 1995. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of February A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Michael R. Mortimer, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Merrimack Valley Assistance Program.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 03/20/2015 :
(Date)

RESOLVED: That the Executive Director, Velma McClure
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 20th day of March, 2015.
(Date Contract Signed)

4. Velma McClure is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

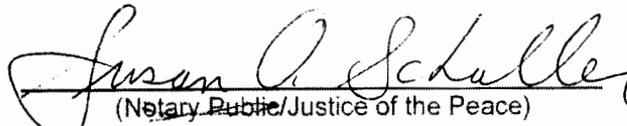

(Signature of the Elected Officer)
Pres. MVAIP

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 20th day of March, 2015.

By Michael R. Mortimer
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL) **SUSAN O. SCHALLER**
Justice of the Peace - New Hampshire
My Commission Expires May 8, 2019

Commission Expires: 5-8-19

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.

Financial Statements

With Schedule of Expenditures of Federal Awards

June 30, 2014

and

Independent Auditor's Report

**Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit
of Financial Statements Performed in Accordance
With *Government Auditing Standards***

**Report on Compliance for Each Major Federal Program
and Report on Internal Control Over Compliance**

Schedule of Findings and Questioned Costs

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
FINANCIAL STATEMENTS
June 30, 2014

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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 statement of financial position as of June 30, 2014, and the related statements of activities, functional expenses, and cash flows for the year 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 audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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, 2014 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 22, 2014, on our consideration of Merrimack Valley Assistance Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Merrimack Valley Assistance Program, Inc.'s internal control over financial reporting and compliance.

Wackon Clukey & Company PC

Manchester, New Hampshire
December 22, 2014

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Financial Position
June 30, 2014

ASSETS		<u>2014</u>
CURRENT ASSETS:		
Cash		\$ 37,495
Grants and contracts receivable		108,728
Accounts receivable		8,520
Prepaid expenses		8,501
TOTAL CURRENT ASSETS		<u>163,244</u>
NONCURRENT ASSETS:		
Property, building and equipment (net)		<u>176,786</u>
TOTAL NONCURRENT ASSETS		<u>176,786</u>
TOTAL ASSETS		<u>\$ 340,030</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable		\$ 25,934
Demand note payable		58,000
Current portion capital lease obligation		2,623
Current portion note payable		10,866
Loan payable to officer		78,193
TOTAL CURRENT LIABILITIES		<u>175,616</u>
NONCURRENT LIABILITIES		
Capital lease obligation, net of current portion		3,707
Note payable, net of current portion		94,704
TOTAL NONCURRENT LIABILITIES		<u>98,411</u>
TOTAL LIABILITIES		<u>274,027</u>
NET ASSETS		
Unrestricted		<u>66,003</u>
TOTAL NET ASSETS		<u>66,003</u>
TOTAL LIABILITIES AND NET ASSETS		<u>\$ 340,030</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Activities
For the Year Ended June 30, 2014

	<u>2014</u>
SUPPORT AND REVENUE:	
Grants and contracts	\$ 888,003
Rental income	8,554
Other revenue	25,180
Contributions	<u>3,991</u>
TOTAL SUPPORT AND REVENUE	<u>925,728</u>
 EXPENSES	
Program services:	
Case management	<u>896,393</u>
TOTAL PROGRAM SERVICES	<u>896,393</u>
Supporting services:	
Management and general	<u>28,495</u>
TOTAL SUPPORTING SERVICES	<u>28,495</u>
TOTAL EXPENSES	<u>924,888</u>
 CHANGE IN NET ASSETS	 840
 NET ASSETS - July 1, 2013	 <u>65,163</u>
NET ASSETS - June 30, 2014	<u>\$ 66,003</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Functional Expenses
For the Year Ended June 30, 2014

	Program Services <u>Case Management</u>	Supporting Services <u>Management and General</u>	Total <u>Expenses</u>
Salaries and Wages	\$ 267,451	\$ 8,949	\$ 276,400
Agency Sub-contracts	70,246		70,246
Contract Labor	<u>2,756</u>	<u>454</u>	<u>3,210</u>
Total Salaries and Wages	340,453	9,403	349,856
Payroll Taxes	20,611	725	21,336
Fringe Benefits	<u>108,005</u>	<u>16,790</u>	<u>124,795</u>
Total Taxes and Benefits	<u>128,616</u>	<u>17,515</u>	<u>146,131</u>
TOTAL PERSONNEL	<u>469,069</u>	<u>26,918</u>	<u>495,987</u>
Depreciation	941	9,117	10,058
Equipment Leases	1,485	2,548	4,033
Housing/Utility Assistance	286,694		286,694
Insurance	2,565	7,515	10,080
Interest	3,806	4,404	8,210
Meals and Food Supplies	34,085	81	34,166
Miscellaneous	227	451	678
Office Supplies/Expenses	3,573	610	4,183
Postage	586	46	632
Printing and Copying	726		726
Professional Fees	2,660	7,243	9,903
Equipment Maintenance and Repair	3,785	78	3,863
Apartment Maintenance and Repair	162		162
Space and Occupancy	13,421	28,550	41,971
Telephone	2,426	2,156	4,582
Transportation/Travel	<u>8,943</u>	<u>17</u>	<u>8,960</u>
TOTAL NON-PERSONNEL	<u>366,085</u>	<u>62,816</u>	<u>428,901</u>
TOTAL DIRECT EXPENSES	835,154	89,734	924,888
INDIRECT ALLOCATION	<u>61,239</u>	<u>(61,239)</u>	<u>-</u>
TOTAL EXPENSES	<u>\$ 896,393</u>	<u>\$ 28,495</u>	<u>\$ 924,888</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Cash Flows
For the Year Ended June 30, 2014

	<u>2014</u>
OPERATING ACTIVITIES	
Change in net assets	\$ 840
Adjustments to reconcile change in net assets to net cash (used) by operating activities:	
Depreciation	10,058
Net effect of changes in:	
Receivables	(11,311)
Prepaid expenses	(3,401)
Accounts payable	360
Deferred revenue	(10,263)
Net cash (used) by operating activities	<u>(13,717)</u>
INVESTING ACTIVITIES	
Purchase of property and equipment	<u>(3,698)</u>
Net cash (used) by investing activities	<u>(3,698)</u>
FINANCING ACTIVITIES	
Proceeds from line of credit	16,380
Payments on line of credit	(10,700)
Payments on capital leases	(2,494)
Payments on note payable	(11,052)
Proceeds from officer loan	44,391
Payments on loan to officer	(17,998)
Net cash provided by financing activities	<u>18,527</u>
NET INCREASE IN CASH	1,112
CASH - July 1, 2013	<u>36,383</u>
CASH - June 30, 2014	<u>\$ 37,495</u>
Supplemental Disclosures:	
Interest paid	<u>\$ 8,210</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2014

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 three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based upon the existence or absence of donor-imposed restrictions. The Organization only has unrestricted net assets.

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. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Cash and Cash Equivalents

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

Property and Equipment

Property and equipment is recorded at cost for purchased items and at estimated fair value for donated items. The Organization's policy is to capitalize assets purchased, built, or leased with a useful life of one

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2014

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 three to forty year lives for property and equipment. Depreciation expense was \$10,058 for the year ended June 30, 2014.

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 as of June 30, 2014, 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. Actual results could differ from those estimates.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services based primarily on estimates made by the Organization's management.

Fair Value of Financial Instruments

Cash, grants and contracts receivable, accounts receivable and accounts payable 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.

NOTE 2--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, 2014. 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, 2014.

NOTE 3--GRANTS RECEIVABLE AND REVENUE RECOGNITION

Major funding sources and related receivables for the period ending June 30, 2014 are as follows:

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2014

	<u>Revenue</u>	<u>Receivable</u>
Housing and Urban Development	\$ 541,059	\$ 51,705
Other Human Services Grants	220,821	38,268
Health and Human Services	62,911	18,755
State Grant in Aid	63,212	
	<u>\$ 888,003</u>	<u>\$ 108,728</u>

NOTE 4--PROPERTY, BUILDING AND EQUIPMENT

Property, building and equipment consist of the following as of June 30, 2014:

Land	\$ 41,117
Building and improvements	223,611
Furniture and equipment	10,891
Equipment under capital lease	<u>12,738</u>
	288,357
Less Accumulated Depreciation	<u>(111,571)</u>
	<u>\$ 176,786</u>

NOTE 5--NOTE PAYABLE

Notes payable at June 30, 2014 consist of the following:

Note payable to a bank, bearing a variable interest rate, determined every three years, at the Federal Home Loan Bank Boston prime rate plus 3.5%, currently 4.75%, collateralized by a first mortgage on real property and certain bank accounts, due in monthly principal and interest payments, currently \$1,304, maturing November 30, 2021	\$ 105,570
Less current portion	<u>(10,866)</u>
	<u>\$ 94,704</u>

Future maturities of notes payable are as follows:

Year Ended	<u>Amount</u>
<u>June 30,</u>	
2015	\$ 10,866
2016	11,394
2017	11,947
2018	12,527
2019	13,135
2020-2022	<u>45,701</u>
	<u>\$ 105,570</u>

The Organization incurred \$5,654 in interest expense on the notes payable during the year ended June 30, 2014.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2014

NOTE 6--DEMAND NOTE PAYABLE

Line of Credit

The Organization has a revolving line of credit with its primary bank for \$60,000. The interest rate on the line of credit is 3.75% at June 30, 2014. The line of credit is secured by the Organization's land and building. At June 30, 2014 the balance was \$58,000. The Organization incurred \$2,485 in interest expense on the line of credit during the year ended June 30, 2014.

NOTE 7--CAPITAL LEASE OBLIGATION

The Organization leases an office copier under a capital lease that accrues interest annually at 5.009%. Principal and interest payments made under this capital lease were \$2,494 and \$385, respectively, for the year ended June 30, 2014.

The following is the maturity of the capital lease payable as of June 30, 2014:

Year Ended <u>June 30,</u>	Annual Lease <u>Commitments</u>
2015	\$ 2,623
2016	2,757
2017	<u>950</u>
	<u>\$ 6,330</u>

NOTE 8--LOAN PAYABLE TO OFFICER

During the past several years an officer issued the Organization various non-interest bearing loans with no specific repayment terms. The balance of the Organization's Loan payable to officer is \$78,193 at June 30, 2014. During the current fiscal year, the amount loaned from officer increased \$26,393.

NOTE 9--RETIREMENT PLAN

After one year of continuous service with the Organization, all full-time and part-time employees over twenty-one years of age and working more than 1,000 hours per year may contribute a portion of their wages to an IRC Section 403 (b) retirement plan. The Organization will contribute to the employee's retirement fund at the Board's discretion. The Organization made no contributions for the year ended June 30, 2014.

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 was \$33,600.

NOTE 11--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 New Hampshire income taxes and, therefore, has made no provision for

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2014

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.

Financial Accounting Standards Board (FASB) prescribes rules regarding how the entity should recognize, measure and disclose in its financial statements tax positions that were taken or will be taken on the Organization's tax return that are reflected in measuring current or deferred income tax assets and liabilities for interim or annual periods. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income taxes payable, or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Organization does not have any unrecognized tax benefits which would be material to the financial statements. During the fiscal year 2014, no new additional unrecognized tax benefits were identified. As of June 30, 2014, the tax years ending June 30, 2013, 2012 and 2011 are open for possible tax examination.

NOTE 12--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 2014. These commitments total approximately \$49,365 at June 30, 2014.

Federal Grants

The Organization receives funds under contracts from State and Federal sources, which require that the Organization use the funds within certain periods and for purposes specified by governing laws and regulations. If expenses should be found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2014.

NOTE 13--ECONOMIC DEPENDENCY

For the year ended June 30, 2014, approximately 65% of total support and revenue was derived from various grants and contracts from the State of New Hampshire Department of Health and Human Services' Bureau of Homeless and Housing Services and Division of Public Health. The discontinuation of the State grants and contracts would result in a decrease in services provided by the Organization, until alternative revenues could be obtained.

NOTE 14--SUBSEQUENT EVENTS

Subsequent events have been evaluated through December 22, 2014, which is the date the financial statements were available to be issued.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2014

<u>Federal Granting Agency/ Recipient State Agency/Grant Program</u>	<u>Federal Catalogue Number</u>	<u>Expenditures</u>
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		
Pass Through Payments from State of New Hampshire Department of Health and Human Services - Bureau of Homeless and Housing Services		
Housing Opportunities for Persons with AIDS	14.241	\$ 541,059
Total Department of Housing and Urban Development		<u>541,059</u>
DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Pass Through Payments from Boston Public Health Commission		
HIV Emergency Relief Project Grants	93.914	<u>62,911</u>
Total Department of Health and Human Services		<u>62,911</u>
Total Expenditures of Federal Awards		<u>\$ 603,970</u>

See note to schedule of expenditures of federal awards

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
June 30, 2014

NOTE 1--GENERAL

The accompanying Schedule of Expenditures of Federal Awards presents the activity of all federal financial assistance programs of the Merrimack Valley Assistance Program, Inc. The Merrimack Valley Assistance Program, Inc.'s reporting entity is defined in Note 1 to the Entity's financial statements. All federal financial assistance passed through other governmental agencies is included in this schedule.

NOTE 2--BASIS OF ACCOUNTING

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting, which is described in Note 1 to the Organization's financial statements.

NOTE 3--RELATIONSHIP TO FINANCIAL STATEMENTS

The recognition of expenditures of federal awards has been reported in the Organization's financial statements as government grants and contracts.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.

Financial Statements

With Schedule of Expenditures of Federal Awards

June 30, 2013

and

Independent Auditor's Report

**Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit
of Financial Statements Performed in Accordance
With *Government Auditing Standards***

**Report on Compliance for Each Major Federal Program
and Report on Internal Control Over Compliance**

Schedule of Findings and Questioned Costs

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
FINANCIAL STATEMENTS
June 30, 2013

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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 statement of financial position as of June 30, 2013, and the related statements of activities, functional expenses, and cash flows for the year 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 audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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, 2013 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 27, 2014, on our consideration of Merrimack Valley Assistance Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Merrimack Valley Assistance Program, Inc.'s internal control over financial reporting and compliance.

Uachon Chubay & Company PC

Manchester, New Hampshire
March 27, 2014

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Financial Position
June 30, 2013

ASSETS		<u>2013</u>
CURRENT ASSETS:		
Cash	\$	36,383
Grants and contracts receivable		101,935
Accounts receivable		4,002
Prepaid expenses		<u>5,100</u>
TOTAL CURRENT ASSETS		<u>147,420</u>
NONCURRENT ASSETS:		
Property, building and equipment (net)		<u>183,146</u>
TOTAL NONCURRENT ASSETS		<u>183,146</u>
TOTAL ASSETS	\$	<u>330,566</u>
LIABILITIES & NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$	25,574
Deferred revenue		10,263
Demand note payable		52,320
Current portion capital lease obligation		2,495
Current portion note payable		10,352
Loan payable to officer		<u>51,800</u>
TOTAL CURRENT LIABILITIES		<u>152,804</u>
NONCURRENT LIABILITIES		
Capital lease obligation, net of current portion		6,329
Note payable, net of current portion		<u>106,270</u>
TOTAL NONCURRENT LIABILITIES		<u>112,599</u>
TOTAL LIABILITIES		<u>265,403</u>
NET ASSETS		
Unrestricted		<u>65,163</u>
TOTAL NET ASSETS		<u>65,163</u>
TOTAL LIABILITIES AND NET ASSETS	\$	<u>330,566</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Activities
For the Year Ended June 30, 2013

	<u>2013</u>
SUPPORT AND REVENUE:	
Grants and contracts	\$ 905,050
Rental income	8,238
Other revenue	10,139
Contributions	<u>2,020</u>
TOTAL SUPPORT AND REVENUE	<u>925,447</u>
 EXPENSES	
Program services:	
Case management	<u>913,261</u>
Total program services	<u>913,261</u>
Supporting services:	
Management and general	<u>6,465</u>
Total supporting services	<u>6,465</u>
TOTAL EXPENSES	<u>919,726</u>
 CHANGE IN NET ASSETS	 5,721
 NET ASSETS - July 1, 2012	 <u>59,442</u>
NET ASSETS - June 30, 2013	<u>\$ 65,163</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Functional Expenses
For the Year Ended June 30, 2013

	<u>Program Services</u>	<u>Supporting Services</u>	
	<u>Case Management</u>	<u>Management and General</u>	<u>Total Expenses</u>
Salaries and Wages	\$ 251,581	\$ 5,783	\$ 257,364
Agency Sub-contracts	67,660	1,517	69,177
Contract Labor	<u>2,402</u>		<u>2,402</u>
Total Salaries and Wages	321,643	7,300	328,943
Payroll Taxes	20,154	251	20,405
Fringe Benefits	<u>135,761</u>	<u>2,370</u>	<u>138,131</u>
Total Taxes and Benefits	<u>155,915</u>	<u>2,621</u>	<u>158,536</u>
TOTAL PERSONNEL	<u>477,559</u>	<u>9,921</u>	<u>487,480</u>
Depreciation		10,542	10,542
Equipment Leases	657	1,732	2,389
Housing/Utility Assistance	284,456		284,456
Insurance	717	12,097	12,814
Interest	6,236	3,143	9,379
Meals and Food Supplies	32,648		32,648
Miscellaneous		863	863
Office Supplies/Expenses	5,796	19	5,815
Other Client Services	1,963		1,963
Postage	177		177
Professional Fees	2,880	10,314	13,194
Equip Maintenance & Repair	1,410	404	1,814
Apt Maintenance & Repair	114		114
Space and Occupancy	4,037	36,408	40,445
Telephone	2,565	2,595	5,160
Transportation/Travel	<u>10,458</u>	<u>16</u>	<u>10,474</u>
TOTAL NON-PERSONNEL	<u>354,113</u>	<u>78,133</u>	<u>432,246</u>
TOTAL DIRECT EXPENSES	831,672	88,054	919,726
INDIRECT ALLOCATION	<u>81,589</u>	<u>(81,589)</u>	<u>-</u>
TOTAL EXPENSES	<u>\$ 913,261</u>	<u>\$ 6,465</u>	<u>\$ 919,726</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Cash Flows
For the Year Ended June 30, 2013

	<u>2013</u>
OPERATING ACTIVITIES	
Change in net assets	\$ 5,721
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	10,542
Net effect of changes in:	
Receivables	15,662
Prepaid expenses	1,248
Accounts payable	474
Deferred revenue	<u>(2,645)</u>
Net cash provided by operating activities	<u>31,002</u>
FINANCING ACTIVITIES	
Proceeds from line of credit	37,635
Payments on line of credit	(38,195)
Payments on capital leases	(2,376)
Payments on note payable	(9,763)
Proceeds from officer loan	52,500
Payments on loan to officer	<u>(63,156)</u>
Net cash (used) by financing activities	<u>(23,355)</u>
NET INCREASE IN CASH	7,647
CASH - July 1, 2012	<u>28,736</u>
CASH - June 30, 2013	<u>\$ 36,383</u>
Supplemental Disclosures:	
Interest paid	<u>\$ 9,379</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2013

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 three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based upon the existence or absence of donor-imposed restrictions. The Organization only has unrestricted net assets.

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. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Cash and Cash Equivalents

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

Property and Equipment

Property and equipment is recorded at cost for purchased items and at estimated fair value for donated items. The Organization's policy is to capitalize assets purchased, built, or leased with a useful life of one

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2013

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 three to forty year lives for property and equipment. Depreciation expense was \$10,542 for the year ended June 30, 2013.

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 as of June 30, 2013, 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. Actual results could differ from those estimates.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services based primarily on estimates made by the Organization's management.

Fair Value of Financial Instruments

Cash, grants and contracts receivable, accounts receivable and accounts payable 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.

NOTE 2--SIGNIFICANT CONCENTRATIONS OF CREDIT RISK

The Organization maintains its cash balances in two financial institutions. 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, 2013. 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, 2013.

NOTE 3--GRANTS RECEIVABLE AND REVENUE RECOGNITION

Major funding sources and related receivables for the period ending June 30, 2013 are as follows:

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2013

	<u>Revenue</u>	<u>Receivable</u>
Housing and Urban Development	\$ 584,026	\$ 49,183
Other Human Services Grants	192,854	32,872
Health and Human Services	67,389	19,880
State Grant in Aid	<u>60,781</u>	<u>-</u>
	<u>\$ 905,050</u>	<u>\$ 101,935</u>

NOTE 4--PROPERTY, BUILDING AND EQUIPMENT

Property, building and equipment consist of the following as of June 30, 2013:

Land	\$ 41,117
Building and improvements	221,069
Furniture and equipment	50,181
Equipment under capital lease	<u>12,738</u>
	325,105
Less Accumulated Depreciation	<u>(141,959)</u>
	<u>\$ 183,146</u>

NOTE 5--NOTE PAYABLE

Notes payable at June 30, 2013 consist of the following:

Note payable to a bank, bearing a variable interest rate, determined every three years, at the Federal Home Loan Bank Boston prime rate plus 3.5%, currently 4.75%, collateralized by a first mortgage on real property and certain bank accounts, due in monthly principal and interest payments, currently \$1,304, maturing November 20, 2021	\$ 116,622
Less: current portion	<u>(10,352)</u>
Long-term portion	<u>\$ 106,270</u>

Future maturities of notes payable are as follows:

<u>Year Ended</u> <u>June 30,</u>	<u>Amount</u>
2014	\$ 10,352
2015	10,832
2016	11,358
2017	11,910
2018	12,488
2019 - 2022	<u>59,682</u>
	<u>\$ 116,622</u>

The Organization incurred \$6,066 in interest expense on the notes payable during the year ended June 30, 2013.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2013

NOTE 6--DEMAND NOTE PAYABLE

Line of Credit

The Organization has a revolving line of credit with its primary bank for \$60,000. During the year the credit limit was temporarily increased to \$90,000 but was later reduced to \$60,000. The interest rate on the line of credit is 3.75% at June 30, 2013. The line of credit is secured by the Organization's land and building. At June 30, 2013 the balance was \$52,320. The Organization incurred \$2,640 in interest expense on the line of credit during the year ended June 30, 2013.

NOTE 7--CAPITAL LEASE OBLIGATION

The Organization leases an office copier under a capital lease that accrues interest annually at 5.009%. Principal and interest payments made under this capital lease were \$2,376 and \$505, respectively, for the year ended June 30, 2013.

The following is the maturity of the capital lease payable as of June 30, 2013:

<u>Year Ended</u> <u>June 30,</u>	<u>Annual Lease</u> <u>Commitments</u>
2014	\$ 2,495
2015	2,622
2016	2,757
2017	950
	<u>\$ 8,824</u>

NOTE 8--LOAN PAYABLE TO OFFICER

During the past several years an officer issued the Organization various non-interest bearing loans with no specific repayment terms. The balance of the Organization's Loan payable to officer is \$51,800 at June 30, 2013. During the current fiscal year, the amount loaned from officer decreased \$10,656.

NOTE 9--RETIRMENT PLAN

After one year of continuous service with the Organization, all full-time and part-time employees over twenty-one years of age and working more than 1,000 hours per year may contribute a portion of their wages to an IRC Section 403 (b) retirement plan. The Organization will contribute to the employee's retirement fund at the Board's discretion. The Organization made no contributions for the year ended June 30, 2013.

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 was \$33,600.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2013

NOTE 11--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 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.

Financial Accounting Standards Board (FASB) prescribes rules regarding how the entity should recognize, measure and disclose in its financial statements tax positions that were taken or will be taken on the Organization's tax return that are reflected in measuring current or deferred income tax assets and liabilities for interim or annual periods. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income taxes payable, or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Organization does not have any unrecognized tax benefits which would be material to the financial statements. During the fiscal year 2013, no new additional unrecognized tax benefits were identified. As of June 30, 2013, the tax years ending June 30, 2012, 2011 and 2010 are open for possible tax examination.

NOTE 12--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 2014. These commitments total approximately \$68,100 at June 30, 2013.

Federal Grants

The Organization receives funds under contracts from State and Federal sources, which require that the Organization use the funds within certain periods and for purposes specified by governing laws and regulations. If expenses should be found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2013.

NOTE 13--ECONOMIC DEPENDENCY

For the year ended June 30, 2013, approximately 70% of total support and revenue was derived from various grants and contracts from the State of New Hampshire Department of Health and Human Services' Bureau of Homeless and Housing Services and Division of Public Health. The discontinuation of the State grants and contracts would result in a decrease in services provided by the Organization, until alternative revenues could be obtained.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2013

NOTE 14--SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 27, 2014, which is the date the financial statements were available to be issued.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2013

<u>Federal Granting Agency/ Recipient State Agency/Grant Program</u>	<u>Federal Catalogue Number</u>	<u>Expenditures</u>
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		
Pass Through Payments from State of New Hampshire Department of Health and Human Services - Bureau of Homeless and Housing Services		
Housing Opportunities for Persons with AIDS	14.241	<u>\$ 584,026</u>
Total Department of Housing and Urban Development		<u>584,026</u>
DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Pass Through Payments from Boston Public Health Commission		
HIV Emergency Relief Project Grants	93.914	<u>67,389</u>
Pass Through Payments from State of New Hampshire Department of Health and Human Services - Division of Public Health Services		
HIV Care Formula Grants	93.917	<u>26,161</u>
Total Department of Health and Human Services		<u>93,550</u>
Total Expenditures of Federal Awards		<u>\$ 677,576</u>

See note to schedule of expenditures of federal awards

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
June 30, 2013

NOTE 1--GENERAL

The accompanying Schedule of Expenditures of Federal Awards presents the activity of all federal financial assistance programs of the Merrimack Valley Assistance Program, Inc. The Merrimack Valley Assistance Program, Inc.'s reporting entity is defined in Note 1 to the Entity's financial statements. All federal financial assistance passed through other governmental agencies is included in this schedule.

NOTE 2--BASIS OF ACCOUNTING

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting, which is described in Note 1 to the Entity's financial statements.

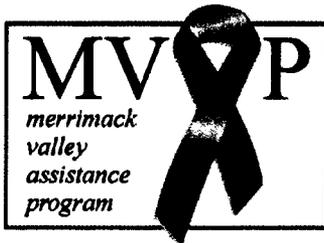
NOTE 3--RELATIONSHIP TO FINANCIAL STATEMENTS

The recognition of expenditures of federal awards has been reported in the Entity's financial statements as government grants and contracts.

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

8 Wall Street, Concord, NH 03301
P.O. Box 882, Concord, NH 03302-0882
Tel: 603.226.0607 Fax: 603.226.9117

Merrimack Valley Assistance Program Board of Directors:

Board Chair:

Michael Mortimer, Esq.

General Members:

Cheryl Durand, PharmD
MCPHS University

Vice Chair/Secretary:

Ellen Molnar

Roger Wilson

Treasurer:

Robin McCallum

James MacKav. PhD

Christopher Beal, CPA

Velma McClure

PROFILE

Professional with over 20 years' experience providing multifaceted customer service to a diverse population. Proven ability to manage projects and administer federal grants. Extensive experience interpreting, and applying, complex legal documents. Strong oral and written communication skills demonstrated in delivering effective, efficient counsel, advice, and support to a variety of individuals from various socioeconomic backgrounds.

EXPERIENCE

Merrimack Valley Assistance Program

Executive Director, September 2014 – present

- Chief Executive Officer of a multi-office, state-licensed, case management organization serving
- Perform agency budgeting and grants management
- Perform public policy advocacy on health and housing issues
- Advise staff on complex case management matters
- Perform case management duties

Case Manager/Attorney, August 2011- September 2014

- Work directly with low-income individuals, who are HIV- positive, to procure services and support their achievement of personal goals and objectives.
- Advocate for and represent low-income HIV- positive clients in parenting, child support, and consumer matters

McClure Law Offices, PLLC

Attorney, Solo Practitioner, January 2009 –September 2014

- General practice with a focus on family law
- Manage all aspects of operating a solo law practice
- Provide a broad-spectrum of legal counsel and advice to senior citizens on a telephone hotline on a contract basis with New Hampshire Legal Assistance
- Litigate, negotiate, and resolve complex family law cases, including divorces, parenting, child support, guardianship, abuse and neglect, and domestic violence cases
- Draft settlement agreements, proposals, and pleadings; prepare and respond to discovery; perform legal research and draft legal memoranda; interview and prepare witnesses for trial
- Work directly with clients to formulate their strategy and pursue their goals in the challenging arena of family law litigation

New Hampshire Legal Assistance

Domestic Violence Advocacy Project, Staff Attorney, 2003-2008

- Supervised and assisted staff in state and federal VAWA grants management and reporting activities
- Worked and collaborated with lawyers, non-lawyers and agencies in a variety of capacities.
- Trained and advised community crisis center volunteers (lawyers and non-lawyers), supervised paralegals and support staff .
- Collaborated with community groups and the NH Bar Association's Pro Bono Program to provide legal services to low income residents of New Hampshire; developed and fostered relationships with community groups and other entities to accomplish project goals.
- Mediated and resolved difficult financial, support, and parenting issues in divorce and parenting cases.

- Provided comprehensive legal counsel, advice, and representation to low-income individuals in family law cases involving domestic violence
- Worked independently in a deadline-driven environment with the overall goal of increasing the number of low-income clients served while maintaining the quality of legal work performed

New Hampshire Legal Assistance

Senior Citizens Law Project, Managing Attorney, 1998-2003

- Implemented and managed a state-wide legal telephone hotline providing counsel, advice and referrals for New Hampshire's senior citizens
- Directed the production of a substantive legal manual in a question-and-answer format
- Recruited, trained, and supervised attorneys, students, and support staff

North Central West Virginia Legal Aid Society

Director, 1996 - 1998

- Designed, directed and implemented the state-wide Elder Law program
- Recruited, trained, and supervised attorneys, paralegals, law students, and community volunteers
- Directed the production of a substantive legal manual in question-and-answer format
- Edited, wrote and solicited articles, and published the West Virginia Elder Law Newsletter

Massachusetts Institute of Technology

Various Positions 1979 - 1992

- Research Specialist – Microsystems Technology Laboratory
- Electro/Mechanical Technician – Microsystems Technology Laboratory and Lincoln Labs

EDUCATION

West Virginia University College of Law

Juris Doctor, 1995

Harvard University

Bachelor of Liberal Arts in Extension Studies, 1992

BAR ADMISSIONS, AFFILIATIONS

- Admitted to the New Hampshire State Bar (1999)
 - Member of the New Hampshire Bar Association's Family Law Section (2003 to present)

VOLUNTEER EXPERIENCE

New Hampshire Bar Association, Pro Bono Program

- Assist with the development and implementation of a pilot project designed to provide unbundled family law legal services to low-income survivors of domestic violence at Bridges, Inc., a domestic violence crisis center
- Provide legal representation to low-income individuals in divorce, parenting, domestic violence, and other family law related cases

Transition House, Inc.

- Provide advocacy and support to women, and their children, living in a battered women's shelter
- Provide information and support to individuals calling the shelter's domestic violence hotline

Kids' College – Member, Board of Directors

JOYCE J. GARDNER

Profile Highly motivated, organized and resourceful individual with excellent interpersonal skills and proven abilities in a vast array of professional settings.

Education New Hampshire College, Manchester, NH
Bachelors Degree, Human Services, 1983

Work Experience

2000- Present **Merrimack Valley Assistance Program, Concord, NH**
Housing Services Administrator

- Administer Hopwa Housing program coordinating housing and other related issues for persons with HIV/AIDS.
- Responsible for adherence to budget, and activity reporting in conformance with three housing government grants.
- Authorize disbursement of HOPWA funds relating to Housing and Supportive Services to six (6) AIDS Service Organizations (ASO) including Keene, Lebanon, Laconia, Portsmouth, Manchester, and Concord.
- Administrative responsibilities: prepare and submit quarterly/yearly financial and statistical data to the State of New Hampshire; assist in budget/financial statement preparation; monitor accounts payable related to housing; provide ASO site visits; collect and compile demographic data; assist in audits; research and prepare the Annual Progress Reports to HUD.
- Effectively track statistical data through the use of the Homeless Management Information System (HMIS).

1999-2000

Croteau Photography, Manchester, NH
Administrative Assistant/Receptionist

- Responsible for daily operations of professional office.
- Scheduling of consultations.
- Maintaining and ordering all necessary supplies.
- Passport photos.
- Organizing wedding albums according to the customer specifications.

1994-1999

Community Action Program, Concord, NH
Women, Infants, Children (WIC)
Field Coordinator

- Maintained daily management of main office.
- Organized client files and records.
- Prepared statistical and other reports.
- Ensured effective communication between office and field staff.

Women, Infants, Children (WIC)
Intake Clerk

- Assessed client eligibility.
- Maintained accurate record keeping.
- Provided nutritional information and referrals.
- Issued/explained proper use of food vouchers.
- Promoted to Field Coordinator.

Elderly Nutrition Program, Pembroke, NH
Meals-On-Wheels Driver

- Provided daily meals to area elderly and disabled.
- Acted as liaison between homebound elderly and local community services.
- Provided emotional and nutritional support.

1994-1995

Concord Regional Visiting Nurse Association, Concord, NH
Homemaker/ Companion

- Provided companionship, nutritional meals, and basic hygiene support to ensure well-being of each client.
- Monitored changes in client's condition and reported same to supervisor according to individual care plans.

1989-1994

Work Opportunities Unlimited, Concord, NH
Vocational Specialist

- Provided job placement, on-the-job training, and support services for developmentally disabled.
- Supervised assembly crew (4-12 adults) with varying disabilities.

1986-1989

Project Homestead (Multi-Service Housing Facility)
Program Director

- Managed low-income elderly housing program.
- Coordinated dietary, financial, medical, and transportation services for 58 residents.
- Administrative responsibilities; grant proposals, supervision of eight staff members, budgets, payroll.

1983-1986

Channel One of Manchester, INC., Manchester, NH
Program Director

- Managed alternative education/ activity programs for troubled youth including: Alternative Education, Juvenile Restitution, Rent-A-Kid Program, Substance Abuse Counseling, Youth Center.
- Management duties included; accounts payable/receivable; budget/financial statement preparation; general ledger; maintenance of individual programs; grant proposals; staff supervision.

Relevant Experience

1992

Center For Humanistic Change, Manchester, NH
Strategies of Limiting Violent Episodes Training (SOLVE).

1982-1983

Office of Youth Services, Manchester, NH
Acting Administrative Assistant
VISTA Volunteer

- **Performed complex clerical/typing duties which called for independent judgment.**
- **Handled routine office management matters.**
- **Supervised clerical staff.**
- **Responsible for payroll, ledgers, and billing.**

Amanda Emery

Objective

To work for an agency that can provide professional growth and continued learning experiences in the human services field.

Professional Experience

Merrimack Valley Assistance Program – Concord, NH

Case Manager; July 2014 – Present

- Case Management
- Intakes and Reassessments
- Client Advocacy
- Referral
- Discharge Planning
- Compiling data for various reports

Concord Metro Treatment Center - Concord, NH

Senior Counselor/Intake Coordinator, April 2013 – July 2014

- Manage Waiting List and Admissions
- Screenings, Intakes, and Assessments
- Individual, Group, and Family Substance Abuse Counseling
- Patient Advocacy
- Harm Reduction
- Treatment Planning
- Case Management
- Referral
- Discharge Planning
- Compiling data for End of Month and End of Year Reports

Salvation Army McKenna House - Concord, NH

Intern, January 2010 - May 2010

- Screenings, Intakes, and Assessments
- Relapse Prevention Counseling
- Client Advocacy
- Case Management
- Crisis Intervention
- Discharge Planning

Child & Family Services: Adolescent Substance Abuse Treatment Program - Manchester, NH

Intern, September 2009 - December 2009

- Screenings, Intakes, and Assessments
- Individual, Group, and Family Substance Abuse Counseling
- Crisis Intervention
- Case Management

Education & Training

Springfield College of Human Services, September 2010 - December 2011
Bachelor of Science in Addiction Studies
Cum Laude Graduate

New Hampshire Technical Institute, September 2008 - May 2010
Associate of Science in Addiction Counseling
Honors Graduate

References

References available upon request.

Beverly Black Hammond, LICSW

Experience

3/1993-3/2011 Lakes Region General Healthcare, Laconia, New Hampshire week Social Worker/Care Manager

- ❖ Assessment, advocacy, coordination of community resources, health promotion for clients enrolled in HealthLink, a hospital sponsored program for the uninsured giving clients access to Primary Care, Specialty Care, Mental Health and Substance Abuse Services
- ❖ Initial appointments with clients to assess client's barriers to wellness and develop a care plan with goals and interventions to address these barriers
- ❖ At least every 2 month phone calls with clients for monitoring of care plans

Medical Social Worker 3/1993-Present

- ❖ Assessment, advocacy, discharge planning, coordination of community resources for patients hospitalized at Lakes Region General Healthcare
- ❖ Rotating on call social worker for Lakes Region General Healthcare Emergency Department

Social Worker/Care Manager. 2007-Present MVAP

- ❖ Care Management services for clients with HIV & AIDS
- ❖ Enrolled eligible clients in Ryan White Care Program so that they could get access to Primary Care, Specialty Care and prescribed medications
- ❖ Obtained fuel, electric and housing assistance for clients
- ❖ Assisted in organizing a support group for clients with HIV & AIDS
- ❖ Office visits and some home visits with clients to jointly develop care plans to identify their health and psychosocial issues and develop goals and interventions to address these issues. Follow up appointments with clients to monitor their progress

VetLink Coordinator,LRGHealthcare 6/2013-Present
Referral and resource information for Veterans

2/05-11/07 Meredith Public Health Nursing Association, Meredith, New Hampshire

Medical Social Worker

- ❖ Psychosocial assessments, supportive counseling to clients and families, coordination of community resources, consultation with medical team serving clients of a visiting nursing agency

Beverly Black Hammond, LICSW

12/97-present Peaceful Journey, Chocorua, New Hampshire

Yoga Teacher & Mindfulness Instructor

- ❖ Teach Yoga classes
- ❖ Teach Mindfulness Based Stress Reduction Program
- ❖ Co-Director of a Mind Body Medicine Seminar for health professionals
- ❖ Director of Yoga Retreats
- ❖ Individual Phoenix Rising Yoga Therapy sessions with clients

Other prior experience-Social Worker for Residential Training School for Developmentally Challenged Clients-facilitated with multidisciplinary team discharge planning for clients from the school and integration into community group homes
Social Worker for Community Mental Health Agency-individual counseling with clients and member of a team which included psychiatrist and psychologist
Social Worker for Children & Youth Project that provided medical, nutritional and social work services to uninsured children

Education

Master's in Social Work, Simmons College School of Social Work, Boston, Ma.
Clinical Training in Mind Body Medicine, Mind Body Medicine Institute, Boston, Ma.
Mindfulness Based Stress Reduction Program, Internship, Center for Mindfulness, University of Massachusetts Medical Center, Worcester, Ma.
Registered Yoga Teacher, Kripalu Center for Yoga & Health, Lenox, Ma.
Phoenix Rising Yoga Therapist, Phoenix Rising School of Yoga & Movement, Stockbridge, Ma.

Professional Affiliations

Licensed Independent Clinical Social Worker, State of New Hampshire
National Association of Social Workers, NASW Registry of Clinical Social Workers
NASW Diplomate in Clinical Social Work

Joshua Brown

QUALIFICATIONS

Experienced Human Service Professional: Team oriented, excellent communication skills. Energetic, creative, and organized, ability to multi-task. Have worked with a diverse population of individuals of varying ages, socio-economic backgrounds, psycho-social needs, and functioning levels. Collaborated with various assistance programs and served on multi-disciplinarian teams.

Work Experience

AIDS Response Seacoast; 7 Junkins Ave Portsmouth, NH 03801

August 2009 - Current

February 2008 - July 2008

Case Manager

Complete intake and reassessment paperwork on clients for the purpose of developing an evolving service plan based on clients' changing needs

Collaborate with other providers to assist clients in creating a stronger support network

Provide information and education about the transmission and prevention of HIV/AIDS

Link clients with the appropriate assistance programs based on their needs

Work with medical providers to assist and support clients with medical adherence

Provide emergency funds for, but not limited to housing, transportation, and utilities

Create a bi-monthly news letter of events, in-services, and new information on managing life with HIV/AIDS

July 2008 - August 2009

AIDS Response Seacoast: 1 Junkins Ave. Portsmouth, NH 03801

Director of Client Services

Hire, train, and provide supervision for Client Services staff

Conduct and coordinate new client intakes and assign a Case Manager for each client

Mediate, process and when possible, resolve client grievances and complaints

Coordinate with E.D. in identifying and applying for new funding sources

Maintain communication with all funding sources to ensure compliance and maintenance of positive relationships with external agencies

Coordinate compliance on all state, federal, and private foundation grants

Represent agency at state and local meetings

Maintain and manage service coordination of a limited case load of clients

July 2007 - February 2008:

Waban Projects Inc.: 5 Dunaway Drive Sanford, ME 324-7955

Group Home Administrator:

Supervise, support and schedule residential staff to provide high quality resident care.

Maintain the physical facility to ensure the safety and comfort of residents.

Work a variety of hours in the home as required monitoring all shifts and ensuring the quality of each resident.

Facilitate yearly Personal Care Plan meetings and ensure that the PCP plans are followed throughout the year

Come into Waiver Homes, and both Licensed and Non-licensed Supported Living Homes, when there is an absence of an Administrator, to continue to manage and direct all facility operations and resident care in accordance with agency, state and federal regulations.

Assist current Administrator in Supported Living and Waiver Homes on projects or work that in need of priority attention.

April 2007 - July 2007

Floating Administrator:

Come into licensed Waiver Homes as well as both licensed and non-licensed Supported Living Homes and serve as Administrator when a home's Administrator was absent

Coordinate and manage all direct care staff, facility operations and resident care in accordance with all agency, state and federal regulations

Assist Administrators in Waiver and Supported Living Facilities in projects and/or work that required priority attention

January 2004 - October 2007

Saco River Health Services: P.O. Box 69 Waterboro, ME 247-9000

Clinical Transition Specialist/Behavioral Health Professional/ Behavior Health Specialist 1:

Provided immediate clinical support to priority cases

Worked collaboratively with the assigned clinician to gather and review data on client for the purpose of developing and implementing an Individual Service Plan

Supported assigned BHP in the event that difficulty occurs in implementing the ISP

Provided direct care to children and families in the home and community

Increased the child's level of function and skill development, while decreasing maladaptive behaviors

Coached family and child with the skills to recognize and manage behavioral triggers

Documented client's development upon his/her ISP

December 2000 - June 2002

AIDS Project Greater Danbury: 30 West Street Danbury, CT 203 778-2437

Ryan White Title II Case Manager:

Completed intake on clients in order to develop a comprehensive needs plan for people with HIV/AIDS.

Developed a comprehensive needs plan based on intake and clients individual needs: to be updated quarterly as clients' needs change.

Served as the main information source to link clients with appropriate assistance programs.

Assisted clients with coordination of all bio-psycho-social services in a collaborative manner with city, state, and federal service providers: such as, but not limited to transportation, financial assistance, medical coverage, substance abuse treatment, in-patient care, and housing assistance.

Provided client advocacy and supportive counseling

February 1990 - October 1999

Datahr Rehabilitation Institute: Brookfield, CT

Assistant Program Manager/ Residential Habilitation Trainer

Formulated and implemented individual Over all Plan of Service (OPS) and care with Inter-Disciplinary Team (IDT) and residential staff for clients' with developmental and physical disabilities

Over-saw clients' progress in programmatic services, recorded data of progress for all bio-psycho-social developmental needs

Supervised residential staff, including but not limited to: scheduling, petty cash distribution, mediate resolutions of inter-staff conflicts, ensure that clients' Bill of Rights was observed at all times

Managed financial records and distribution of clients' funds.

Education:

1993–1996 Western Connecticut State University

Major: Social Work

BSW to be obtained upon completion of one non Social Work related class

1991-1993 Kent State University

1989-1990 Central Connecticut State University

Trainings and Certificates:

September 2010 Ora Quick HIV Testing Training

June 2010 HCV Basic Educator Training

March 2010 Ryan White Part A Provider Training

April 2008 Certified HIV Prevention Counseling

June 2007 Certified Residential Medication Aide (CRMA)

June 2007 Workshop: Functional Analysis & Treatment of Severe Behavior Disorders, Behavior Intervention Specialists, Inc. Present by Dr. Iwata

May 2006 Behavior Health Professional Certification (BHP)

November 2005 Mandt System Certification

Jeannine C. Eaton

Work Experience

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

Bookkeeper

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

1993 – 2014 – VHG Labs, Inc., Manchester, NH

Bookkeeper/HR Assistant

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

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

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

Education

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

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

Other Certification

Notary Public – commission expires January 29, 2019

References available upon request

Merrimack Valley Assistance Program

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Grant
Velma McClure *	Executive Director	\$177,237.00	32%	\$56,715.84
	Regional Case Manager	\$166,665.00	32%	\$53,332.80
Joyce Gardner	Housing Coordinator	\$138,210.00	40%	\$55,284.00
Amanda Emery	Regional Case Manager	\$161,337.00	79%	\$127,456.23
Beverly Hammond	Regional Case Manager	\$161,337.00	62%	\$100,028.94
Joshua Brown	Regional Case Manager	\$161,337.00	62%	\$100,028.94
Jeannine Eaton	Grant Compliance Officer	\$64,032.00	24%	\$15,229.69
		\$1,030,155.00	299%	\$508,076.44

As a relatively small non-profit agency, employees perform a variety of duties. In addition to being the Executive Director, Velma McClure performs case management duties as well as financial oversight.