



Jeffrey A. Meyers
Commissioner

Mark F. Jewell
Director

5A mac

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

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

January 03, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability to amend an existing **sole source** agreement with Merrimack Valley Assistance Program, Inc. (vendor # 157934-B001), 8 Wall Street, Concord, NH 03301, to provide supportive services, rental assistance, housing information and mortgage and utility payments to low income persons and their families living with Human Immunodeficiency Virus / Acquired Immune Deficiency Syndrome, by extending the contract completion date from February 28, 2019 to March 31, 2019 with no change to the price limitation, effective upon the date of Governor and Executive Council approval. The original agreement was approved by the Governor and Executive Council on February 10, 2016 (Item #10). 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2019, with the ability to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

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

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2016	102-500731	Contracts for Program Services	\$79,415	\$0.00	\$79,415
2017	102-500731	Contracts for Program Services	\$238,248	\$0.00	\$238,248
2018	102-500731	Contracts for Program Services	\$238,248	\$0.00	\$238,248
2019	102-500731	Contracts for Program Services	\$158,820	\$0.00	\$158,820
		Total	\$714,731	\$0.00	\$714,731

EXPLANATION

The original agreement was **sole source** because the U.S. Department of Housing and Urban Development issued a public notice on January 20, 2015 for renewal funding requiring the Department to specify the State's designated Housing Opportunities for Persons with Acquired Immune Deficiency Syndrome Program Sponsor Agency during the federal application process prior to the grant award being issued.

The purpose of this amendment is to ensure grant compliance by extending the current contract completion date by one (1) month so as to align the term of the current contract with the April 1, 2019 start date of the new contract as mandated by the U.S. Department of Housing and Urban Development in their grant award letter to the State dated August 29, 2018.

No new funds are provided in this amendment, however the additional time provided will be used for the alignment of contract dates, as required by HUD, and for the continued provision of housing and supportive services for low income and very low income individuals, and their families, who are living with HIV / AIDS.

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

The initiatives in this program focus on the following services: up to eighteen (18) households supported through tenant-based rent assistance; fifty (50) households receiving assistance with short term rent, mortgage and utility assistance and one hundred forty (140) households provided with supportive services, including thirty-six (36) households receiving housing information services.

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

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

Area served: Greater Manchester area. Housing Opportunities for Persons with Acquired Immune Deficiency Syndrome services for the Balance of State are provided through a separate federal housing grant administered through the New Hampshire Bureau of Housing Supports by way of a separate contract.

Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, grant number: NH-H150020, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.241.

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey A. Meyers". The signature is written in a cursive style with a large initial "J".

Jeffrey A. Meyers
Commissioner



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

This 1st Amendment to the Housing Opportunities for Persons with Aids Program Contract (hereinafter referred to as "Amendment #1") dated this 3rd day of January, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Merrimack Valley Assistance Program, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business located at 8 Wall Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 10th, 2016 (Item #10), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the Contract; and

WHEREAS, pursuant to form P-37 General Provisions, Paragraph 18, the State may at its sole discretion, amend the Contract by written agreement of the parties upon Governor and Executive Council Approval; and

WHEREAS the parties agree to extend the completion date from February 28, 2019 to March 31, 2019, to support grant compliance and the continued delivery of services; and

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

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
March 31, 2019
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director of Contracts and Procurement
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
(603) 271-9631
4. Delete Exhibit B, Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B – Amendment #1, Method and Conditions Precedent to Payment.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

1.18.19
Date

Jeffrey A. Meyers
Name: Jeffrey A. Meyers
Title: Commissioner, DHHS

Merrimack Valley Assistance Program, Inc.

01/10/2019
Date

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

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on 1/10/2019, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jeannine C. Eaton
Signature of Notary Public or Justice of the Peace

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

My Commission Expires: 12/19/2023



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

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

OFFICE OF THE ATTORNEY GENERAL

1/22/19
Date

[Signature]
Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

1. 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: 0%
Federal Funds: 100%
CFDA #: 14.241
Grant Number: NH-H150020
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, 2016 – March 31, 2019: not to exceed \$714,731

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

Tenant-Based Rental Assistance	\$237,187
Short-Term Rent, Mortgage and Utility	\$116,926
Supportive Services	\$308,260
Housing Information Services	\$ 5,600
Project Sponsor Administrative Costs	<u>\$46,758</u>
Total program amount:	\$714,731

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

- 2.1. 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 2 CFR part 200 as revised from time to time, and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.

Law

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS (HOPWA)**



Exhibit B – Amendment #1

2.2. **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 Block 1.8 Price Limitation, of the General Provisions of the Agreement. The State agrees to provide funds for supportive services, housing information, tenant-based 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.

2.3. **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:

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

The invoice shall segregate charges by Budget Line Item (BLI) and BLI code.

2.4. **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.

3. Reports

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

3.1. The Contractor shall submit an Annual Performance Report to NH BHS by the deadline specified each year. This report shall include all HUD required data and documents and summarize clients served in each activity category.

3.2. **Audited Financial Report:** The Audited Financial Report shall be prepared in accordance with 2 CFR part 200. The audited financial report shall be submitted within thirty (30) days of the completion of said report to the State at the above listed address.

Where the Contractor is not subject to the requirements of 2 CFR part 200, 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 at the above listed address. 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.

4. 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.

**New Hampshire Department of Health and Human Services
Housing Opportunities for Persons with AIDS (HOPWA)**



Exhibit B – Amendment #1

5. Contractor Financial Management System

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as they appear in Exhibit B, paragraph 1, Housing Opportunities for Persons with Aids, of this agreement 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.

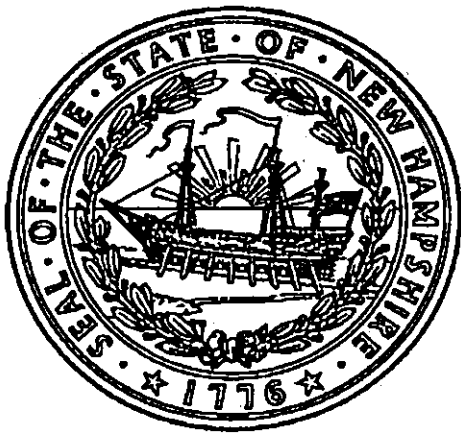
State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 225153



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of May A.D. 2017.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.	Business ID:	225153
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	02/14/1995	Name in State of	MERRIMACK VALLEY
Date of Formation in Jurisdiction:	02/14/1995	Incorporation:	ASSISTANCE PROGRAM, INC.
Principal Office Address:	8 WALL ST, CONCORD, NH, 03301, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/DATA NOT FOUND	Last Nonprofit Report Year:	2015
Duration:	Not Stated	Next Report Year:	2020
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Health Care and Social Assistance	Other Individual and Family Services
2	NOT REQUIRED	

Page 1 of 1, records 1 to 2 of 2

CERTIFICATE OF VOTE

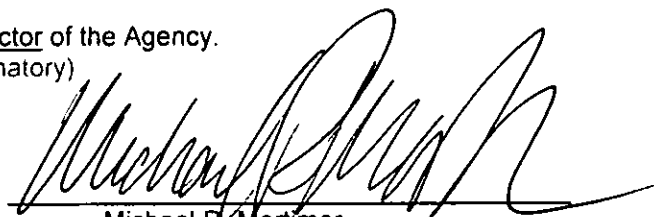
I, Michael R. Mortimer, President, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

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 by a vote of the Board of Directors of
the Agency duly held on January 10, 2019:
(Date)

RESOLVED: That the Executive Director is hereby authorized on behalf of this Agency to enter into the
(Title of Contract Signatory)
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 10th day of January 2019.
(Date Amendment Signed)

4. Lauren Collins-Wilson is the duly hired Executive Director of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)

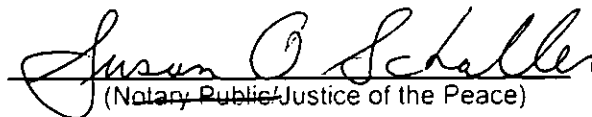


Michael R. Mortimer
Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The forgoing instrument was acknowledged before me this 10th day of January 2019, by Michael R.
Mortimer, President.

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



Susan O. Schaller
(Notary Public/Justice of the Peace)

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/16/2019

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

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

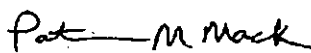
PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Pat Mack PHONE (A/C No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: pat@esinsurance.net	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Insurance Co	NAIC #
INSURED		INSURER B: Wesco Insurance Co	25011
Merrimack Valley Assistance Program Inc. 8 Wall Street Concord NH 03301		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2018 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1815855	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK1815855	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB627945	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WWC3357283	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers Liability Employment Practices Liability		PHSD1361312	07/01/2018	07/01/2019	Aggregate Limit \$1,000,000 Aggregate Limit included in above

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

CERTIFICATE HOLDER		CANCELLATION	
NH Dept of Health & Human Services Bureau of Contracts & 129 Pleasant Street Concord NH 03301		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

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MERRIMACK VALLEY ASSISTANCE PROGRAM

Mission Statement

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

December 7, 2018

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

We have audited the financial statements of Merrimack Valley Assistance Program, Inc. for the year ended June 30, 2018, and have issued our report thereon dated December 7, 2018. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 26, 2018. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Merrimack Valley Assistance Program, Inc. are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2018. We noted no transactions entered into by Merrimack Valley Assistance Program, Inc. during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

Management's estimate of the useful lives of property and equipment is based on the past utilization of similar assets and industry expectations. We evaluated the key factors and assumptions used to develop the useful lives of property and equipment in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management

has corrected all such misstatements. Additionally, none of the misstatements identified during the audit and corrected by management were material to the financial statements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 7, 2018.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Restriction on Use

This information is intended solely for the use of Board of Directors charged with governance and management of Merrimack Valley Assistance Program, Inc. and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Vachon Clukay & Company PC

Merrimack Valley Assistance Program Inc.
Material Audit Adjustments
For the year ended June 30, 2018

The following is a listing of the material audit adjustments made for the year ended June 30, 2018 and have been corrected by management:

- **NO MATERIAL ADJUSTMENTS FOR FY18. RETAINED FOR FUTURE USE**

**REPORT ON INTERNAL CONTROL BASED ON
AN AUDIT OF BASIC FINANCIAL STATEMENTS**

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

In planning and performing our audit of the financial statements of Merrimack Valley Assistance Program, Inc. as of and for the year ended June 30, 2018, in accordance with auditing standards generally accepted in the United States of America, we considered Merrimack Valley Assistance Program, Inc.'s internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Merrimack Valley Assistance Program, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Merrimack Valley Assistance Program, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

This communication is intended solely for the information and use of management and the Board of Directors and is not intended to be and should not be used by anyone other than these specified parties.



Manchester, New Hampshire
December 7, 2018

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.

Financial Statements

June 30, 2018

and

Independent Auditor's Report

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
FINANCIAL STATEMENTS
June 30, 2018

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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, 2018, 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. 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, 2018 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.

Vadon, Oakes & Company PC

Manchester, New Hampshire
December 7, 2018

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Financial Position
June 30, 2018

ASSETS		<u>2018</u>
CURRENT ASSETS:		
Cash		\$ 53,675
Grants and contracts receivable		100,522
Accounts receivable		1,155
Prepaid expenses		<u>806</u>
TOTAL CURRENT ASSETS		<u>156,158</u>
 NONCURRENT ASSETS:		
Property, building and equipment (net)		<u>147,984</u>
TOTAL NONCURRENT ASSETS		<u>147,984</u>
TOTAL ASSETS		<u>\$ 304,142</u>
 LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable		\$ 10,976
Accrued payroll		4,800
Accrued vacation time		5,023
Current portion note payable		5,810
Refundable advances		<u>57,692</u>
TOTAL CURRENT LIABILITIES		<u>84,301</u>
 NONCURRENT LIABILITIES		
Note payable, net of current portion		<u>153,627</u>
TOTAL NONCURRENT LIABILITIES		<u>153,627</u>
TOTAL LIABILITIES		<u>237,928</u>
 NET ASSETS		
Unrestricted		<u>66,214</u>
TOTAL NET ASSETS		<u>66,214</u>
TOTAL LIABILITIES AND NET ASSETS		<u>\$ 304,142</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Activities
For the Year Ended June 30, 2018

	<u>2018</u>
SUPPORT AND REVENUE:	
Grants and contracts	\$ 1,037,490
Rental income	19,200
Other revenue	749
Contributions	<u>2,167</u>
TOTAL SUPPORT AND REVENUE	<u>1,059,606</u>
EXPENSES	
Program services:	
Case management	<u>1,044,363</u>
TOTAL PROGRAM SERVICES	<u>1,044,363</u>
Supporting services:	
Management and general	<u>16,467</u>
TOTAL SUPPORTING SERVICES	<u>16,467</u>
TOTAL EXPENSES	<u>1,060,830</u>
CHANGE IN NET ASSETS	(1,224)
NET ASSETS - July 1, 2017	<u>67,438</u>
NET ASSETS - June 30, 2018	<u>\$ 66,214</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Functional Expenses
For the Year Ended June 30, 2018

	<u>Program Services</u>	<u>Supporting Services</u>	<u>Total Expenses</u>
	<u>Case Management</u>	<u>Management and General</u>	
Salaries and Wages	\$ 270,296	\$ 22,520	\$ 292,816
Agency Sub-contracts	71,789		71,789
Contract Labor	<u>4,500</u>		<u>4,500</u>
Total Salaries and Wages	346,585	22,520	369,105
Payroll Taxes	14,640	1,303	15,943
Fringe Benefits	<u>64,211</u>	<u>12,117</u>	<u>76,328</u>
Total Taxes and Benefits	<u>78,851</u>	<u>13,420</u>	<u>92,271</u>
TOTAL PERSONNEL	<u>425,436</u>	<u>35,940</u>	<u>461,376</u>
Depreciation		6,980	6,980
Dues/Subscriptions	1,261		1,261
Educational	3,644		3,644
Equipment Leases	4,948		4,948
Fundraising		805	805
Housing/Utility Assistance	421,071		421,071
Insurance	9,366	8,130	17,496
Interest	2,720	5,516	8,236
Meals and Food Supplies	35,658		35,658
Miscellaneous		3,397	3,397
Office Supplies/Expenses	10,621	104	10,725
Postage	1,008	43	1,051
Printing and Copying	510		510
Professional Fees	3,500	3,470	6,970
Equipment Maintenance and Repair	3,323		3,323
Apartment Maintenance and Repair	153		153
Space and Occupancy	12,362	29,870	42,232
Supportive Services	9,504		9,504
Telephone	3,667	2,185	5,852
Technical Assistance	5,213		5,213
Transportation/Travel	<u>10,304</u>	<u>121</u>	<u>10,425</u>
TOTAL NON-PERSONNEL	<u>538,833</u>	<u>60,621</u>	<u>599,454</u>
TOTAL DIRECT EXPENSES	964,269	96,561	1,060,830
INDIRECT ALLOCATION	<u>80,094</u>	<u>(80,094)</u>	<u>-</u>
TOTAL EXPENSES	<u>\$ 1,044,363</u>	<u>\$ 16,467</u>	<u>\$ 1,060,830</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
Statement of Cash Flows
For the Year Ended June 30, 2018

	<u>2018</u>
OPERATING ACTIVITIES	
Change in net assets	\$ (1,224)
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	6,980
Net effect of changes in:	
Receivables	(15,345)
Prepaid expenses	1,057
Accounts payable	(3,433)
Accrued vacation time	<u>5,023</u>
Net cash (used) by operating activities	<u>(6,942)</u>
FINANCING ACTIVITIES	
Payments on note payable	(5,609)
Payments on refundable advances	<u>(3,600)</u>
Net cash (used) by financing activities	<u>(9,209)</u>
NET DECREASE IN CASH	(16,151)
CASH - Beginning of year	<u>69,826</u>
CASH - End of year	<u>\$ 53,675</u>
Supplemental Disclosures:	
Interest paid	<u>\$ 8,236</u>

See notes to financial statements

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018

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 an original 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 year or greater and a cost of \$1,000 or more or expenditures for repairs or renovations of \$1,000 or more

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018

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 \$6,980 for the year ended June 30, 2018.

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, 2018, 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, accounts payable and accrued expenses are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amount which could be realized upon immediate liquidation.

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, 2018. 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, 2018.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018

NOTE 3--GRANTS RECEIVABLE AND REVENUE RECOGNITION

Major funding sources and related receivables for the period ending June 30, 2018 are as follows:

	<u>Revenue</u>	<u>Receivable</u>
Housing and Urban Development	\$ 613,963	\$ 63,439
Other Human Services Grants	233,642	21,310
Health and Human Services	136,035	11,884
State Grant in Aid	50,850	3,889
Other miscellaneous grants	3,000	
	<u>\$ 1,037,490</u>	<u>\$ 100,522</u>

NOTE 4--PROPERTY, BUILDING AND EQUIPMENT

Property, building and equipment consist of the following as of June 30, 2018:

Land	\$ 41,117
Building and improvements	225,257
Furniture and equipment	<u>14,139</u>
	280,513
Less accumulated depreciation	<u>(132,529)</u>
	<u>\$ 147,984</u>

NOTE 5--NOTE PAYABLE

Notes payable at June 30, 2018 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 3.50%, currently 5.00%, collateralized by a first mortgage on real property and certain bank accounts, due in monthly principal and interest payments, currently \$1,138, maturing October 31, 2035	\$ 159,437
Less current portion	<u>(5,810)</u>
	<u>\$ 153,627</u>

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018

Future maturities of notes payable are as follows:

Year Ended	Amount
<u>June 30,</u>	
2019	\$ 5,810
2020	6,087
2021	6,419
2022	6,748
2023	7,093
Thereafter	<u>127,280</u>
	<u>\$ 159,437</u>

The Organization incurred \$8,236 in interest expense on the notes payable during the year ended June 30, 2018.

NOTE 6--REFUNDABLE ADVANCES

During the past several years a private individual issued the Organization various non-interest-bearing advances with no specific repayment terms. The balance of the Organization's refundable advances under these agreements is \$57,692 at June 30, 2018. During the current fiscal year, the amount repaid to the individual from the Organization was \$3,600.

NOTE 7--LEASE COMMITMENTS

The Organization is a tenant at will for its office space in Manchester, New Hampshire. Rental expense for the rental lease was \$35,875.

NOTE 8--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 2018, no new additional unrecognized tax benefits were identified.

MERRIMACK VALLEY ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2018

NOTE 9--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 2018. These commitments total approximately \$45,416 at June 30, 2018.

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.

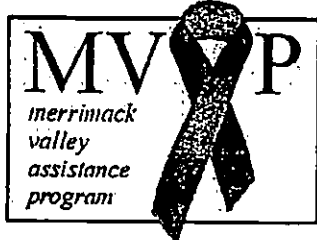
No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2018.

NOTE 10--ECONOMIC DEPENDENCY

For the year ended June 30, 2018, approximately 63% 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 11--SUBSEQUENT EVENTS

Subsequent events have been evaluated through October 1, 2018 which is the date the financial statements were available to be issued.



Merrimack Valley Assistance Program

8 Wall Street, Concord, NH 03301
(603)226-0607 Fax: (603)226-9117

170 Lowell Street, Manchester, NH 03104
(603)623-0710 Fax: (603)622-3288

www.mvap.org

Attachment 3

MVAP Board of Directors:

2018-2019

Board President

Michael Mortimer, Esq.

Vice President/Treasurer

Ellen Molnar, CFP

Secretary

Jamie Irving

General Members

Kathy Brennan, MT

James Mackay, PhD

Susan Irving, RN, MPH, BSHE, CIC

Lauren R. Collins-Wilson

Education:

Bachelor of Arts in Sociology
Minor in Education
Guilford College, Greensboro, NC

May 5, 2012

Bachelor of Arts in Child Development
Colby-Sawyer College, New London, NH

Sept 2008- May 2010

Related
Experience:

Administrative
Assistant

AMETEK Precltech Inc.
Keene, NH

Jan 2018- Present

- Perform general clerical duties to include but not limited to: photocopying, faxing, mail distribution and filing.
- Coordinate and maintain records for staff office space
- Take incoming calls and messages for staff in all departments
- Create, modify and organize various documents using Microsoft
- Maintain organized files for annual audits
- Prepare itineraries, transportation arrangements and expense reports
- Arrange conference rooms and facilities for meetings as required
- Perform and assist Human Resource functions

Staffing Specialist

Barton Associates
Keene, NH

Oct 2017- Jan 2018

- Attend daily training meetings to become a subject matter expert in the healthcare staffing industry
- Take incoming calls from interested medical providers
- Evaluate the skills and background of medical professionals who are interested in working temporary healthcare assignments. This includes finding out information on the providers' work history and job search
- Develop professional relationships with providers
- Track availability and submit providers to appropriate assignments
- Ensure quality customer service for providers on assignment
- Maintain and manage a growing database

Medical Case
Manager/Office
Manager

Merrimack Valley Assistance Program (Non-Profit)
Manchester, NH

Mar 2014- Oct 2017

- Assist clients with applying for appropriate health insurance (Medicare A, B, D, NH Medicaid, Employer-Sponsored, Marketplace Insurance)
- Assist clients with applying for and referral to appropriate local, state and federal programs
- Complete six-month recertification for state insurance program

Lauren R. Collins-Wilson

(NH Ryan White CARE Program) with each client

- Complete six-month agency required reassessment
- Create client-centered service plan using "SMART" goals
- Assist clients with completing medical and financial forms
- Attend related trainings for case management
- Attend annual provider trainings, quarterly case manager meetings, and quarterly HIV Planning Group (HPG) meetings
- Complete quarterly reports and submit agency data to agency Grantors
- Complete quarterly reports and submit client-level data to the NH CARE Program
- Respond to client grievances and assist medical case managers with client issues
- Create staff meeting agenda and facilitate bi-weekly staff meetings
- Coordinate and participate in monthly Licensed Clinician Reviews with provided Psychologist
- Prepare for and participate in annual site visits completed by Boston Public Health Commission and NH CARE Program
- Access and input client-level data in required databases for state reporting purposes

Personal Care
Service Provider

Ascentria Care Alliance
Dover, NH

Sept 2013- May 2014

- Transportation for medical appointments or prescription pick-ups
- Provided access and transportation to community activities
- Personal care including showering and dressing
- Meal planning and preparation
- Light housekeeping
- Companionship
- Pet care

Cashier

Hannaford Bros. Co.
Dover, NH

May 2013- Mar 2014

- Processed sales and payments
- Interacted with customers in a service role
- Attained high level of efficiency in cashiering duties
- Knowledge of products
- Knowledge of store policies

Office Assistant

Gulford College Education Department
Greensboro, NC

Sept 2011- May 2012

- Filed student papers and folders
- Collected and distributed mail in professors' mailboxes and offices
- Shredded papers in the office
- Made copies of papers, exams, and assignments for professors
- Scanned flyers to email to the department
- Ran errands on campus for professors

Lauren R. Collins-Wilson

Tele-Counselor

Colby-Sawyer College Admissions Office
New London, NH

Sept 2009- May 2010

- Telephoned incoming freshman and transfer students
- Arranged campus tours, visits, and overnight visits
- Computer Skills and use of Contact Manager
- Data Entry

Skills/
Certifications

- Knowledge and Practice of HIPAA
- Certificate for Managing Multiple Projects (March 2017)
- Certificate for Motivational Interviewing (June 2015)
- NH Food Bank Certified Shopper (March 2015)
- NH Food Bank Certified Food Safety Course (August 2015)
- Computer Skills (Microsoft Word, Excel, PowerPoint)
- Knowledge of database systems (ex: CAREWare, e2boston, etc.)
- General Phone Skills
- Customer Service
- Knowledge of Social Development
- Knowledge of Human Relations
- Problem Solving
- Creative Thinking
- Organizational Skills
- Use of Salesforce

References:

Available upon request.

MARIA CARABALLO

Qualification Summary

Paralegal, with 7 plus years experienced. Highly organized candidate with extensive experience in office administration and college education in Paralegal studies. Strong computer skills; MS Office (Word, Excel, Outlook, Power Point); Adobe Acrobat, Multi Line Phone, Client Profiles.

Education:

Southwest Florida College Associate of Science in Paralegal June 12, 2008

Relevant Experience:

Law Office of Michael J. Winer, P.A. 2014- 2017
Paralegal

Meet and interview potential social security clients, obtained and provided documents, processed online disability application, appeals, assistant client with any social security forms. Scheduled events, communicate with the Social Security Administration and Judge office. Perform a variety of tasks as needed.

KASS, Shuler P.A., Tampa, FL 2013- 2014

Legal Assistant/Administrative Assistant

Prepared Trial folders, drafted pleadings, E-filed documents as needed, ensured attorney's Trial instructions are being reviewed and meet accordingly and timely. Pulled and reviewed Court docket and Trial Orders.

Shapiro, Fishman & Gache', LLP. Tampa, FL 2012 - 2013

Hearing Coordinator/Legal Assistant

Coordinate and calendar hearings for the litigation files. Preparing/finalizing pleadings, proposed orders, Court docket review, maintenance of attorneys' calendar, ensuring pleading are filed timely, client requests are completed accurately and timely.

~~John Roberts~~ & Associates P.A. Temple Terrace, FL 2011 - 2012

Paralegal

Intake/ Social Security Disability Forms, prepared and maintenance case file, updated clients with status on a regular basis. Coordinated hearings, maintenance of attorneys' calendar. Drafted and filed pleadings for the attorney's, provided documents to clients for execution.

Michael Murburg, P.A. Tampa FL 2010 - 2011

Paralegal

Assist attorney with file development. Maintained clients contact; updating and reviewing medical records. Telephone calls to the Office of Disability Adjudication and Review, and Social Security Administration staff and Doctors' offices.

Binder and Binder Law Firm, Tampa FL 2005 - 2010

Case Worker/Legal Assistants

Coordinated and scheduled hearing. Maintained high volume of caseloads; inquired medical records from hospitals/doctor's office. Assist clients with the preparation of documents

Objective: A position in social services/human services requiring a bilingual counselor experienced in working with every age group and culturally diverse populations including those with special needs.

Residential Counselor At Community Teamwork In the greater Lowell, MA 2017- present

- Responsible for day to day operations of congregate site.
- Provide support education on resources available for the families of the homeless population.
- Coordinate educational activities for parents and children.
- Act as a Liaison between family and case managers to achieve the best outcome.
- Assist families to cope with homelessness, drug use, domestic violence and physical emotional illness, by providing education, support and connection to services available in the area.

Executive/Personal Assistant to Chair of the Lantos Foundation for Human Rights and Justice 2012 - 2016

- Primary scheduling responsibility for Mrs. Annette Lantos - Chair of the Lantos Foundation
- Primary staff support for Mrs. Lantos' appearances and speaking engagements
- Management of travel arrangements
- Assistance in organizing Lantos Foundation events in Washington, DC
- Correspondence Assistant
- Occasional translation services
- Additional personal services

Personal Assistant and Household Manager La Mesa, CA and Denver, CO

2009 - 2011

- Organized client and children's daily calendar of events and activities
- Provided educational, social and physical activities for preschoolers and toddlers
- Provided administrative and personal aid and client support to include errands, shopping, meal planning and preparation, driving, pet sitting, ensuring house and vehicle were properly x

Professional Learning Communities (PLC) Phoenix, AZ

2007

PLC Charter Schools offer an academic curriculum integrating music, dance, drama and the visual arts offering instruction in core subjects using these four fine arts disciplines to broaden the PLC curriculum aiding student's diverse learning needs.

Substitute teacher

- As substitute teacher for grades K-8 - delivered teacher's daily lesson plans; collected specific works of art for display as end-of-year projects
- Taught art, crafts, science, physical education and fostered individual child development

Creative Castles, Buckeye, AZ

2006 – 2008

- Provided interior decorating and color consultation for real estate agents and private home owners; painted and used faux painting techniques for interior spaces creating unique designs

Dependable Home Solutions, Lowell, MA

2004 – 2006

- Provided home staging and rehabbing consultation enhancing and facilitating sale of homes
- Consulted interior decorating ideas to enhance visual designs of properties for sale

Head Start of Southern New Hampshire, Manchester, NH

2003 – 2004

Head Start is a federal program promoting school readiness by enhancing the social and cognitive development and early childhood development through the provision of educational, health, nutritional and social services.

Teacher and case manager

- Case manager for 18 children and their families; provided monthly home visits to establish short and long term goals for physical, educational and social development of each child
- Served as liaison between parents and Head Start services
- Organized educational events supporting education, family and child development for participants

North American Family Institute (NAFI/NFI), Wakefield, MA

2000 - 2002

NAFI/NFI is a multi-faceted human services agency dedicated to serving youth, adults and families, based on principles of dignity and respect; It is a leading human services organization working with numerous state and local agencies throughout the country in the delivery of human services programs.

Mental health counselor

- Developed treatment and individualized progress plans; supervised daily activities of patients to include patient support, guidance and counseling
- Facilitated patient improvement in personal responsibility, social skills and community living

Preschool Program Director, Copenhagen, Denmark

1998 – 2000

- Ran a small preschool for American children age 3 to 5. Program included appropriate pre-K academic development as well as art, crafts, physical education, cooking, and encouraging healthy development of social skills
- Spanish language instructor in Hoersholm Gymnasium, Denmark. Created curriculum including language instruction and introduction to Latino culture for 15 Danish students

Health and Education Services (HES) Inc., Haverhill, MA

1997 – 1998

HES is a private, non-profit, behavioral health network serving over 40 communities in the greater North Shore, Lowell and Merrimack Valley areas. HES helps build healthy individuals, families and communities through the integration of quality health behavioral health, education and human service programs.

Mental health clinician, day treatment case manager and therapist

- Coordinated treatment with individual therapists, psychiatrists, emergency services and hospitals; departments of mental health, group residences and vocational training services
- Created treatment plans with psychiatrist, hospital staff and clients; conducted group therapy using cognitive behavioral and art therapy for clients with chronic and acute mental illness
- Organized life skills groups and English language skills groups for non-English speaking clients

Assistant and Hispanic Community Liaison for Denver City Council campaign, and US Congressional campaigns

- Coordinated outreach to the Latino community
- Performed general office and staff assistance services
- Coordinated volunteers for door-to-door canvassing, telephone canvassing and office work

Education

BA – Social Work and Counseling, Franklin Pierce College, Salem, NH

AA – Arts and Sciences, Brigham Young University, Rexburg, ID

Bilingual English and Spanish

Kimberly Rowbotham

Patient Service Representative - On Site - MedAssist Solutions

- Accomplished, self-motivated professional with ten years of combined human development, administrative, and customer service experience
 - Serve as a patient service representative; identify and assist all self pay patients with financial assistance as applicable
 - Exemplary communication, time management, and organizational skills
 - Strong attention to detail, solution focused, goals driven individual
- Authorized to work in the US for any employer

WORK EXPERIENCE

Patient Service Representative - On Site
MedAssist Solutions - 2016-10 - Present

Home Visitor/Family Worker
Southern New Hampshire Services - 2015-02 - 2016-09

Direct Support Professional/Residential Manager
Easter Seals New Hampshire - 2010-04 - 2014-10

Military Police Officer in Operation Iraqi Freedom IV
United States Army - Giessen, DE - 2005-01 - 2006-07

EDUCATION

Bachelor of Arts in Human Development/Social Work
Rivier University - Nashua, NH
2014

Associate of Science in Medical Assisting
Keiser University - Sarasota, FL
2008

ADDITIONAL INFORMATION

PROFESSIONAL EXPERIENCE

MedAssist Solutions
Nashua, NH
Patient Service Representative

- Provide eligibility and enrollment services that help hospitals and health systems maximize reimbursement and increase cash flow
- Assist patients and their families in obtaining medical coverage, financial assistance, and social services through federal, state, and charity programs

KIRA E. KNOX

Objective

Motivated and committed professional with over eleven years of valuable experience working in a variety of roles in the educational and service fields. Excellent advocacy, management, and collaboration skills. Expertise working with families in difficult situations.

Ability Summary

- Strong ability to quickly assess challenging situations and solve problems creatively.
- Solid active listening and communication skills.
- Crisis intervention and conflict resolution skills.
- Ability to evaluate and determine individual's needs for services.
- Strong and effective advocate.
- Team player and self starter.
- Strategic planning experience.
- Computer literate.
- Ability to remain calm in fast paced, stressful environments.
- Effective community outreach.
- Coordinate social service activities with resource providers

Employment History

Family Self Sufficiency Coordinator

08/29/2016 - Dover Housing Authority 62 Whittier St, Dover, NH
06/14/2017

Recruited participants receiving public housing assistance to seek and maintain suitable employment to reduce dependence on welfare assistance.

Created community outreach presentations to potential enrollees.

Provided case management services to identify employment goals, provide skill building, and make referrals to supportive service programs.

Environmental Educator

08/30/2012 - Portsmouth School District
08/30/2016 Portsmouth, NH

Initiated *Nature Explorers*

Created enrichment program grounded in sensory awareness and direct experience.

Promoted program to parents and the community to recruit students

Mentored 40 students in small groups over the course of four years.

Special Education Paraprofessional

08/25/2008 - Portsmouth School District
08/01/2016 Portsmouth, NH

Helped struggling learners achieve success with academics, social skills, life skills, and behavior management strategies.

Worked with economically, racially, and culturally, diverse population of students.

Supported and mentored positive behaviors.

Acted as liason between special education case manager and classroom teacher.

Built trusting relationships with youth and families.

Education and Training

Completion Date	Issuing Institution	Location	Qualification	Course of Study
05/26/2017			Bachelor's Degree	

Detailed References

Rich Metellus

Education

Southern New Hampshire University Manchester, NH
Master's Program Degree in Student Development in Higher Education

January 2017 – Present

Becker College, Worcester, MA
Bachelor of Science in Exercise Science; Minor in Business

August 2011- May 2015

Work Experience

Premier Education Group, Registrar

November 2017 - Present

- Effectively input student attendance, term scheduling, register students in courses.
- Audit student document file and attendance daily
- Responsible for preparing admission packets, proctoring (Wonderlic) admission test
- Coordinate and assist in student graduation ceremony
- Ordering office supplies, student uniform, books, and other miscellaneous items.

Crotched Mountain foundation, Residential Counselor III

May 2017 - November 2017

- Supervised three Residentials staff (Staff scheduling, conflict resolution, delegate tasks, etc.)
- Support the safety of all clients in everyday living
- Follow all client program plans; including behavior plans, therapeutic mealtime protocols and any other individualized programs.
- Assist residents in the performances of residential programs and daily routines.
- Advocate and protect client's rights in accordance with current policies and procedures.

University of Maine, Graduate Assistant of Campus Activities & Student Engagement

August 2015-October 2016

- Advise student programming group, CAB, and work to ensure their goal of creating a vibrant and engaged student programming organization.
- Coordinate student lead team to represent the University of Maine at NACA regional conferences.
- Update the department website specific to department and campus events.
- Ensure that advertising and social media are appropriate and reaching and recruiting a large number of students to department events.

Office Assistant, Office of Campus Activities & Student Leadership Development, Becker college

Fall 2013-Spring 2015

- Be familiar with all aspects of office operations to represent the programs, services, policies of the office and college
- Assist staff and students by providing accurate information regarding Housing and Residence Life and by using sound judgment to make appropriate referrals.
- Perform varied clerical duties such as filing, copying, running errands, answering the telephone and Assisting students.
- Prepare signs, posters, and mailings and assist with other tasks and projects as assigned.

Leadership Experience

Becker College Alumni Association, Board member
University of Pittsburgh at Bradford, Summer Intern
Harvard University, Resident Advisor

October 2014 – Present

May 2016- August 2016

June 2015- August 2015

Student Affairs Professionals in Higher Education (NASPA)

(NASPA) Undergraduate Fellows Program Classes of 2014-2015

Summer 2014-Spring 2015

Orientation Leader Chairperson, Office of Campus Activities & Student Leadership, Becker College

Summer 2014

Orientation Leader, Office of Campus Activities & Student Leadership Development, Becker College

Summer 2013

Rich Metellus

BLUE CREW I & II Participant (Leadership Series of workshop each spring)

Fall 2012-2015

Office of Campus Activities & Leadership Development, *Becker College*

Fall 2012- Fall 2013

First Year Course Peer Mentor Steering Committee Member & First Year Course Peer Mentor
Office of First Experience, *Becker College*

Fall 2013- Fall 2014

Resident Assistant, Office of Residence Life, *Becker College*

Fall 2012-Fall 2013

Presidential Ambassador, Office of the President, *Becker College*

Fall 2012- Spring 2015

Presentations

- Social style (Understanding People's Style) presentation
- How to run an Effective presentation
- Bystander Intervention presentation
- Diversity & Inclusion (First generation) presentation

Other Student Leadership Positions

- SGA Vice President
- SGA, Junior class President
- ALANA, General member
- Campus Activities Board (CAB)
- Becker College Alumni Student Representative

2014

2013

2013, 2014

2014-2015

2014-2015

Awards (Becker College)

- ALANA Outstanding Leadership Award
- Outstanding Freshmen Award
- Massachusetts Catch a Rising Star Award (NASPA Region 1)
- Regional Recognition Rising Star Award (NASPA Region 1)

2013

2012

November 2014

November 2014

Volunteered at Eurka Program (Girls Inc.) * Personal Care Assistant* Volunteer at Haitian Assembly of God* Fluent in Haitian Creole

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

Beverly Black Hammond,MSW,LICSW

Summary

Experienced Licensed Independent Clinical Social Worker with strong clinical and good listening skills whose practice style is one of collaboration with clients to reduce any barriers to their wellness and to promote their highest potential for health in mind, body and spirit. Strives to reduce if even in a small way stressors that clients have so they can live with more ease in their lives. Integrity is at the core of her practice with respect for each client's dignity and individuality. Adherence to the National Association of Social Workers Code of Ethics. Practice of holistic therapies for self care enriches her practice with clients. Actively participates in continuing education seminars for professional and personal growth.

Experience

Lakes Region General Healthcare-Laconia, NH
Medical Social Worker

1993-1994

- Assessments, advocacy, discharge planning, coordination of community resources for hospitalized patients
- Rotating on call Social Worker for the Emergency Department

Care Manager

1992-2012

- Assessments, advocacy, coordination of community resources & health promotion for clients enrolled in HealthLink, a hospital sponsored program for the uninsured
- Development of Care Plans with clients to address their barriers to wellness
- Two month follow-up phone calls and six month follow-up appointments with clients for care coordination

Care Manager

2007-2018

MVAP contract with Lakes Region General Healthcare

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

VetLink Coordinator

2013-2018

- Referrals for Veterans to Veterans Services and community resources
- Assisted Veterans in applying for Veterans Health Benefits
- Support and advocacy for Veterans and family members
- Use of VetLink fund for financial assistance for Veterans

Outpatient Social Worker/Community Care Manager

2012-2018

- Referrals to Social Worker from outpatient medical practices of clients with psychosocial issues needing follow-up and coordination of community resources

Meredith Public Health Nursing Association, Meredith, NH

2005-2007

Medical Social Worker

- Psychosocial assessments, supportive counseling to clients and their families, coordination of community resources, consultation with medical team

Peaceful Journey, Chocorua, NH

1997-2018

Yoga Teacher

- Teach a weekly Yoga class
- Have co-directed a Mind Body Medicine Seminar for health professionals
- Have directed Yoga retreats in Prince Edward Island, Canada

Education/Certifications/Registration

Bachelor of Science in Social Work, University of New Hampshire, Durham, New Hampshire

Master of Social Work, Simmons College School of Social Work, Boston, Massachusetts

Clinical Training in Mind Body Medicine, Mind Body Medicine Institute, Boston, Massachusetts

Mindfulness Based Stress Reduction Program, Internship, Center for Mindfulness, UMass Medical School, Worcester, Massachusetts

Registered Yoga Teacher, Kripalu Center for Yoga and Health, Lenox, Massachusetts

Licensed Independent Clinical Social Worker, State of New Hampshire

National Association of Social Workers

Volunteer Organization

Coordinator for Dinner Bell- A Community outreach program in Tamworth, New Hampshire that serves a weekly free dinner meal to all guests

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lauren Collins-Wilson	Executive Director	\$44,000	15%	\$6,600
Maria Caraballo	Bilingual Case Manager	\$36,000	15%	\$5,400
Dulci Bonilla	Bilingual Case Manager	\$36,000	50%	\$18,000
Kim Rowbotham	Case Manager	\$35,100	10%	\$3,510
Kira Knox	Case Manager	\$35,100	15%	\$5,265
Rich Metellus	Case Manager	\$35,100	15%	\$5,265
Jeannine Eaton	Bookkeeper/Housing Director	\$34,398	5%	\$1,720
Beverly Hammond	Clinical Supervisor/Case Manager	\$42,998	25%	\$10,750



Jeffrey A. Meyers
Acting Commissioner

Mary Ann Cooney
Associate Commissioner

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

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

January 11, 2016

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

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services, to enter into a **sole source** agreement with Merrimack Valley Assistance Program, Inc. (vendor # 157934-B001), 8 Wall Street, Concord, NH 03301, to provide supportive services, rental assistance, housing information and mortgage and utility payments to low income persons living with Human Immunodeficiency Virus / Acquired Immune Deficiency Syndrome, and their families, in an amount not to exceed \$714,731, effective March 1, 2016, or upon Governor and Executive Council approval whichever is later, through February 28, 2019. 100% Federal Funding.

Funds to support this request are available in the following account for State Fiscal Year 2016, and are anticipated to be available in State Fiscal Years 2017, 2018 and 2019 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: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAMS

State Fiscal Year	Class / Object	Class Title	Contract Amount
2016	102-500731	Contracts for Program Svc.	\$79,415
2017	102-500731	Contracts for Program Svc.	\$238,248
2018	102-500731	Contracts for Program Svc.	\$238,248
2019	102-500731	Contracts for Program Svc.	\$158,820
		Total	\$714,731

EXPLANATION

This is a **sole source** agreement because the U.S. Department of Housing and Urban Development issued a public notice on January 20, 2015 for renewal funding requiring the Department to specify the State's designated Housing Opportunities for Persons With Acquired Immune Deficiency Syndrome Program Sponsor Agency during the federal application process prior to the grant award being issued.

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

Federal grant renewal application #NH-H12-0023 lists March 1, 2016 as the start date of the grant that funds this new agreement, and, since the existing contract is being amended to extend the completion date by one (1) month to March 31, 2016, the U.S. Department of Housing and Urban Development has stipulated that services invoiced under the new contract may not begin until after the existing contract has expired.

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

All initiatives in this program focus on attaining and maintaining quality of life and independent living. This program provides the following services: up to eighteen (18) households supported through tenant-based rent assistance; fifty (50) households receiving assistance with short term rent, mortgage and utility assistance and one hundred forty (140) households provided with supportive services, including thirty six (36) households receiving housing information services.

Should the Governor and Executive Council determine not to approve this request; up to sixty eight (68) households affected by Human Immunodeficiency Virus / Acquired Immune Deficiency Syndrome throughout the Greater Manchester area will lose their ability to maintain their current housing. Seventy two (72) 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.

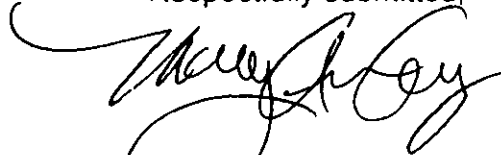
Area served: Greater Manchester area. Housing Opportunities for Persons With Acquired Immune Deficiency Syndrome services for the Balance of State are provided through a separate federal housing grant administered through the Bureau of Homeless and Housing Services by way of a separate contract. Housing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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 3 of 3

Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, grant number: TBD, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.241.

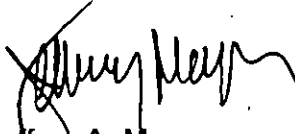
In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Acting Commissioner

Subject: Housing Opportunities for Persons With AIDS (HOPWA) - Manchester


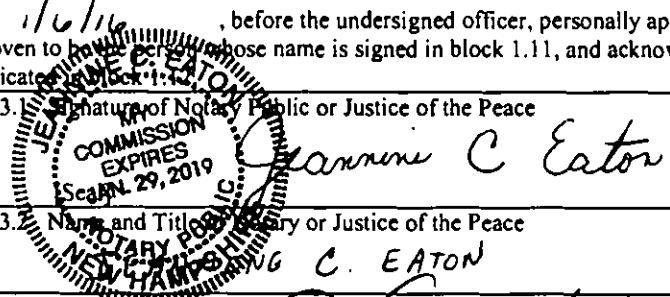
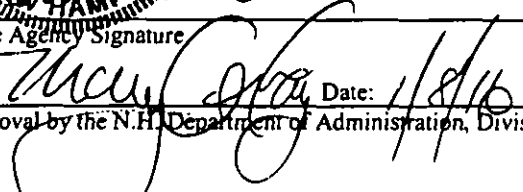

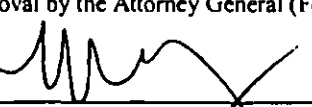

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Homeless and Housing Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Merrimack Valley Assistance Program, Inc.		1.4 Contractor Address 8 Wall Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 226-0607	1.6 Account Number 05-95-42-423010-7927 102-500731	1.7 Completion Date February 28, 2019	1.8 Price Limitation \$714,731
1.9 Contracting Officer for State Agency Eric Borrin, Director		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>1/6/16</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 			
1.13.2 Name and Title of Notary Public or Justice of the Peace JAMES C. EATON			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN CUMMINGS 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) (if applicable) By:  On: <u>Megan A. Yoder Attorney</u> <u>1/22/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



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 agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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, including supportive services payments, tenant-based rental assistance, short-term rent, mortgage and utility assistance as well as housing information services 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 to Manchester, Bedford, Goffstown and Weare.
 - 2.2.1. The Contractor shall make all appropriate referrals needed by service applicants.
 - 2.2.2. The Contractor shall maintain adherence to federal and state confidentiality laws.
- 2.3. Over the grant period, the Contractor shall provide the following services:
 - 2.3.1. Up to 18 households assisted through tenant-based, long-term rental assistance payments. (Pursuant to HUD's contract conditions, this contract may not be used to expand the number of units assisted);



Exhibit A

- 2.3.2. Short-term rent/mortgage/utility payments for up to 50 households;
- 2.3.3. Supportive services for up to 140 households;
- 2.3.4. Housing information services for up to 36 households; and

3. PROGRAM REPORTING REQUIREMENTS

- 3.1.1. The Contractor shall submit an Annual Performance Report to NH BHHS by the deadline specified each year. This report shall include all HUD required data and documents and summarize clients served in each activity category.
- 3.1.2. The Contractor shall submit other reports as requested by the State NH BHHS;
- 3.1.3. All programs under this contract are required to be licensed to provide client level data in the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow the NH HMIS Policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS Policy can be accessed electronically through the following website: <http://www.nh-hmis.org>;
- 3.1.4. Failure to submit the above reports or enter data into NH HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by NH BHHS;
- 3.1.5. The Contractor shall cooperate fully with and answer all questions of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.

4. CONTRACT ADMINISTRATION

- 4.1. Technical assistance will be utilized to increase housing availability for persons with HIV/AIDS, provide education to landlords, nonprofit housing developers and public housing authorities, and provide training to case managers and consumers based upon needs assessment findings.
 - 4.1.1. The Contractor shall ensure that cultural competency trainings are conducted for case managers, and other service agency staff.
 - 4.1.2. The Contractor shall ensure that trainings are conducted for new case managers regarding housing resources.
 - 4.1.3. The Contractor shall ensure that quarterly meetings are held with case managers regarding housing needs, resource updates, and service needs.
 - 4.1.4. The Agency Director or designee will attend meetings and trainings requested by BHHS.

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, Method and Conditions Precedent to Payment, of this agreement.



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

1. 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:	0%
Federal Funds:	100%
CFDA #:	14.241
Grant Number:	TBD
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, 2016 – February 28, 2019: not to exceed \$714,731

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

Tenant-Based Rental Assistance	\$237,187
Short-Term Rent, Mortgage and Utility	\$116,926
Supportive Services	\$308,260
Housing Information Services	\$ 5,600
Project Sponsor Administrative Costs	<u>\$46,758</u>
Total program amount:	\$714,731

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

2.1. 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 2 CFR part 200 as revised from time to time, and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.

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



Exhibit B

- 2.2. **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 Block 1.8 Price Limitation, of the General Provisions of the Agreement. The State agrees to provide funds for supportive services, housing information, tenant-based 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.
- 2.3. **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:
- NH DHHS
Bureau of Homeless & Housing Services
129 Pleasant Street
Concord, NH 03301
- The invoice shall segregate charges by Budget Line Item (BLI) and BLI code.
- 2.4. **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.

3. Reports

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

- 3.1. The Contractor shall submit an Annual Performance Report to NH BHHS by the deadline specified each year. This report shall include all HUD required data and documents and summarize clients served in each activity category.
- 3.2. **Audited Financial Report:** The Audited Financial Report shall be prepared in accordance with 2 CFR part 200. The audited financial report shall be submitted within thirty (30) days of the completion of said report to the State at the above listed address.

Where the Contractor is not subject to the requirements of 2 CFR part 200, 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 at the above listed address. 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.

4. 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

5. Contractor Financial Management System

Line Item Transfers: Funds may not be transferred between programs nor may funds be transferred between line items as appear in Exhibit B, paragraph 1, Housing Opportunities for Persons with Aids, of this agreement 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.



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.



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

New Hampshire Department of Health and Human Services
Exhibit D




- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

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

Contractor Name: Merrimack Valley Assistance Program, Inc.

1/6/16
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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Merrimack Valley Assistance Program, Inc.

1/6/16
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 (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Merrimack Valley Assistance Program, Inc.

1/6/16
Date


Name: Jelma 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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Merrimack Valley Assistance Program, Inc.

Date 1/6/16



Name: Velma McClure
Title: Executive Director

Exhibit G

Contractor Initials VM

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Merrimack Valley Assistance Program, Inc

Date 1/6/16



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

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



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 D H H S
The State

[Signature]
Signature of Authorized Representative

MARY ANN COVY
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

1/6/16
Date

Merrimack Valley Assistance Program, Inc
Name of the Contractor

[Signature]
Signature of Authorized Representative

Velma McClure
Name of Authorized Representative

Executive Director
Title of Authorized Representative

1/6/16
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, Inc.

1/6/16
Date

[Signature]
Name: Velma 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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____