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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
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May 2, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **sole source** agreements with the vendors listed below, in an amount not to exceed \$4,407,387, to provide the provision of home visiting services to expectant women and newly parenting individuals, July 1, 2018 upon Governor and Executive Council approval through September 30, 2020. 100% Federal Funds.

Vendor	Vendor Code	Address	Amount
Community Action of Belknap-Merrimack Counties Inc.	177203-B003	2 Industrial Park Drive Concord, NH 03302-1016	\$285,941
Community Action Partnership of Strafford County	177200-B004	642 Central Avenue Dover, NH 03820	\$424,152
Child and Family Services of New Hampshire	177166-B002	City of Manchester, Hillsborough, Merrimack and Rockingham Counties	\$2,220,473
The Family Resource Center at Gorham	162412-B001	Grafton and Coos County	\$737,613
TLC Family Resource Center	170625-B001	109 Pleasant Street Claremont, NH 03743	\$234,000
Central New Hampshire VNA & Hospice	177244-B002	780 North Main Street, Laconia, NH 03246	\$192,978
VNA at HCS, Inc.	177274-B002	312 Marlboro Street Keene, NH 03431	\$312,230
Total:			\$4,407,387

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

05-95-90-902010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ACA HOME VISITING

Fiscal Year	Class	Title	Activity Code	Amount
2019	102-500731	Contracts for Program Svcs	90083200	\$1,958,839
2020	102-500731	Contracts for Program Svcs	90083201	\$1,958,839
2021	102-500731	Contracts for Program Svcs	90083201	\$489,709
			Total:	\$4,407,387

EXPLANATION

This request is **sole source** because these vendors are the only vendors certified to provide the evidence based home visiting model "Healthy Families America" as approved by the Division of Public Health Services and federal funders. Additionally, these vendors have been providing home visiting services in their respective counties and have developed collaborative referral networks, which can provide new mothers and their families with additional assistance programs available in their community. Home Visiting utilizes an approved Maternal Infant Early Childhood Home Visiting model along with permanent partners within each community providing an array of services to assist in family support and strengthening services to more New Hampshire citizens, statewide. Funds will allow the vendors to provide services to 255 households in need through September 30, 2020. The vendors have demonstrated their ability to provide these services.

The purpose of these agreements is to improve maternal and child health, prevent child abuse and neglect, encourage positive parenting and promote child growth and development. Home visitation programs can be an effective early-intervention strategy to improve the health and well-being of children, particularly if they are embedded in comprehensive community services to families at risk.

These agreements contain language in Exhibit C-1, Revisions to General Provisions that allow the Department to renew the contracts for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval from the Governor and Executive Council.

The vendors will provide home visiting services to pregnant women and newly parenting families with children up to the age of three (3). Nurses and family support workers will visit families in their homes to provide educational information, depression and developmental screening, and connect families, as needed, with community services such as prenatal care, employment programs and the New Hampshire Tobacco Helpline.

Should the Governor and Executive Council not approve this request, many of the most at risk New Hampshire families may not receive access to resources and family support and strengthening services necessary to raise children who are physically, socially and emotionally healthy, which can reduce juvenile delinquency, family violence and crime.

Area Served: Statewide

Source of Funds: 100% Federal Funds, CFDA # 93.870, US Department of Health and Human Services, Health Resources and Services Administration, FAIN #'s are: X10MC29490 (4/1/16 – 9/30/18) X10MC31156) (9/30/17 – 9/29/19).

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

Respectfully Submitted,



Lisa Morris
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: Home Visiting Services SS-2019-PDHS-05-HOMEV-01

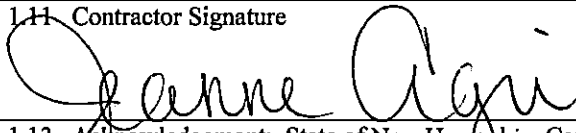


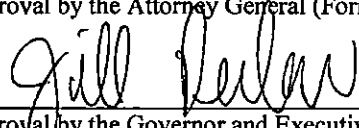
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive Concord, NH 03302-10166	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 05-95-90-902010-5896-102-500731	1.7 Completion Date 09/30/2020	1.8 Price Limitation \$285,941
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeanne Agri, Executive Director	
1.13 Acknowledgement: State of New Hampshire County of Merrimack On 5/24/2018, 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 or Justice of the Peace KATHY L. HOWARD Notary Public, New Hampshire My Commission Expires October 16, 2018			
1.14 State Agency Signature  Date: 5/31/18		1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR, DPHS	
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: 6/4/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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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.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. The Vendor shall maintain appropriate records to document actual funds received or denials of funding from such public sources of funds.
- 1.3. The Contractor shall submit a detailed description of the language assistance service 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.
- 1.4. The Health Resources and Services Administration (HRSA) requires all grantees receiving funds through this program to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

 "This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under X10MC29490 and X10MC31156, Maternal, Infant and Early Childhood Home Visiting Grant Program for \$2,958,820 AND \$2,982,681 respectively. This information, content, and/or conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."
- 1.5. The Contractor shall provide home visiting services as detailed in this Exhibit A, Scope of Services as follows:

Reference	Area of Service	Proposed Caseload FY 2018 (10/1/2017 - 9/30/2018)	Proposed Caseload FY 2018 (10/1/2018 - 9/30/2019)
1.5.1.	Belknap/Merrimack County	13 families	13 families

- 1.6. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR200.0. *et seq.*

2. Scope of Work

- 2.1. The Vendor shall provide home visiting services to pregnant women and newly parenting families with children up to age three (3), as described in the Healthy Families America Model, who fall within one (1) or more of the federal priority



demographics below:

- 2.1.1. Are first time parents.
- 2.1.2. Have low incomes; which is defined as less than one hundred eighty-five percent (<185%) of the U.S. Department of Health and Human Services (USDHHS) Poverty Guidelines.
- 2.1.3. Are less than twenty-one (21) years of age.
- 2.1.4. Have a history of child abuse or neglect, or have had interactions with child welfare services.
- 2.1.5. Have a history of substance misuse or need substance use disorder treatment.
- 2.1.6. Are users of tobacco products in the home.
- 2.1.7. Have or have had children with low student achievement.
- 2.1.8. Have children with developmental delays or disabilities.
- 2.1.9. Are in families that include individuals who are serving or have formerly served in the armed forces.
- 2.2. As part of a high-quality, evidence-based home visiting program, the Contractor shall,
 - 2.2.1. Become accredited and maintain accreditation through the Healthy Families America (HFA) model.
 - 2.2.2. Select and implement one of the following curricula:
 - 2.2.2.1. Parents as Teachers (PAT) as an annually trained "Approved User."
 - 2.2.2.2. Growing Great Kids (GGK) with certification of training.
 - 2.2.3. Collaborate with other early childhood-serving agencies, including those that provide home visiting and family support services.
 - 2.2.4. Ensure the twelve (12) critical elements that make up the essential components of the HFA Model are addressed in agency policies. For more information on HFA Best Practice Standards, see:
http://www.dhs.state.il.us/OneNetLibrary/27896/documents/GATA_2018Grants/FCS_NOFOs/2018_2021HFABestPracticeStandardsJuly2017.pdf
 - 2.2.5. Enter personally identifiable health data for all children served under this contract into the designated Home Visiting Data System.
- 2.3. The Contractor shall identify positive ways to establish relationships with families and to keep families engaged over time.
- 2.4. The Contractor shall provide home visits conducted by nurses during the prenatal and post-partum periods, as a supplement to the Healthy Families America model.
- 2.5. The Contractor shall offer services that:
 - 2.5.1. Are comprehensive.



- 2.5.2. Support the Family.
- 2.5.3. Support parent-child interactions.
- 2.5.4. Support child development.
- 2.6. The Contractor shall ensure all families are referred to a medical provider or other supportive services as appropriate, which may include , but are not limited to:
 - 2.6.1. Housing Support
 - 2.6.2. Transportation
 - 2.6.3. Playgroups
 - 2.6.4. Breast Feeding Support
 - 2.6.5. Nutrition Support
- 2.7. The Contractor shall obtain all necessary authorizations for release of information. All forms developed for authorization for release of information must be approved by the Department prior to their use.
- 2.8. The Contractor shall coordinate, where possible, with other local service providers including, but not limited to:
 - 2.8.1. Health care providers.
 - 2.8.2. Social workers.
 - 2.8.3. Early interventionists.
- 2.9. The Contractor shall create and consult with a broadly-based advisory/governing group for the planning, implementation, and assessment of site related activities.

3. Staffing Requirements

- 3.1. The Contractor shall ensure staff possesses characteristics necessary to building trusting, nurturing relationships, and engaging families with different cultural values and beliefs than their own.
- 3.2. The Contractor shall hire staff in accordance with the requirements of the HFA Model Standards.
- 3.3. The Contractor shall provide home visiting staff with ongoing, reflective supervision in accordance with the requirements of the HFA Model Standards so staff is able to develop realistic and effective plans to empower families.
- 3.4. The Contractor shall ensure that direct service staff supervisors have a solid understanding of and experience in supervising and motivating staff, as well as providing support to staff in stressful work environments.
- 3.5. The Contractor shall ensure that supervisors meet the minimum qualifications outlined in the HFA Model Standards.
- 3.6. The Contractor shall ensure that program managers have the necessary qualifications as outlined in the HFA Model Standards.
- 3.7. The Contractor shall ensure that registered nurses (RN's) have a current license



to practice in accordance with RSA 326-B and a minimum of two (2) years of experience in maternal and child health nursing.

- 3.8. The Contractor shall designate a liaison for all programmatic correspondence between the Department and the Vendor for matters including, but not limited to:
 - 3.8.1. Program announcements.
 - 3.8.2. Clinical updates.
 - 3.8.3. Reporting changes.
 - 3.8.4. Errors.
 - 3.8.5. Requests.
- 3.9. The Contractor shall ensure that HFA staff attend meetings and training required by the Department, including, but not limited to:
 - 3.9.1. Maternal Children and Health Section (MCH) Maternal, Infant, and Early Child Home Visiting (MIECHV) Coordinators Meetings
 - 3.9.2. MIECHV staff training
- 3.10. The Contractor shall ensure that staff completes basic training in accordance with HFA Model Standards including, but not limited to:
 - 3.10.1. Cultural competency.
 - 3.10.2. Reporting child abuse.
 - 3.10.3. Determining the safety of the home.
 - 3.10.4. Managing crisis situations.
 - 3.10.5. Responding to mental health, substance misuse, and/or interpersonal violence issues.
 - 3.10.6. Substance-exposed infants.
 - 3.10.7. Services available in the community.

4. Reporting and Deliverable Requirements

- 4.1. The Contractor shall submit a report of caseload analysis (See Exhibit A-1, Caseload and Capacity Analysis) each month.
- 4.2. The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation.
- 4.3. The Contractor shall, for the purposes of program evaluation and federal reporting, enter personally identifiable health data for all program participants into the Home Visiting Data System.
- 4.4. The Contractor shall submit a quarterly report outlining the program activities and achievement of stated outcomes.
- 4.5. The Contractor shall submit an annual report to the Department that includes, but is not limited to:



- 4.5.1. Information regarding accomplishments and challenges for the program.
- 4.5.2. Systemic barriers.
- 4.5.3. Action plans to address barriers.
- 4.5.4. Family satisfaction survey results.
- 4.6. The Contractor shall submit all quarterly reports to the Department no later than the fifteenth (15th) day of the month following the reporting period of each contract year, with the first report due by October 15, 2018.
- 4.7. The Contractor shall submit annual reports by July 31st of each contract year, with the first report due on July 31, 2019.

5. Work Plan

- 5.1. The Contractor shall evaluate the progress of program participants as well as the performance of the programs and services provided.
- 5.2. The Contractor shall submit a Work Plan (See Exhibit A-2 Work Plan Template) that includes, but is not limited to:
 - 5.2.1. Input/resources.
 - 5.2.2. Activities/action plan.
 - 5.2.3. Performance measures.
 - 5.2.4. Continuous Quality Improvement (CQI) activities.
 - 5.2.5. Brief narrative describing strategies for CQI.

6. Performance Measures

- 6.1. All measures, consider services provided within the scope of this MCH contract during State Fiscal year 2019, July 1, 2018– June 30, 2019. Measures may be modified to reflect updates after October 1, 2018 to reflect new Federal updates.

6.1.1. Performance Measure #1

Home Visiting New Hampshire-Healthy Families America (HVNH-HFA) HFA Standard 7-5.B

Measure: 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.

Goal: All post-partum women enrolled in HFA will receive this formal, validated screening for depression at the optimal time.

Definition: **Numerator-** Of those in the denominator, the number of women that received an Edinburgh Postnatal Depression Scale screening by 3 months postpartum



Denominator- The total number of women in the program who reached three (3) months post-partum during the reporting period and were enrolled prior to 3 months after the birth of their baby.

Data Source: HVNH-HFA Data Records

6.1.2. Performance Measure #2

HVNH-HFA Performance Measure #2 (Retention Report)

HFA Standard 3-4.A

Measure: Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline¹.

Goal: Families stay connected and maintain involvement with HFA services.

Definition: **Numerator-** Of those in the denominator, the number of families that remained in HFA services at least 6 months.

Denominator- The number of families who received a first home visit during the period for:

Quarter 1- 10/1/2017- 12/31/2017

Quarter 2 -1/1/2018 – 3/31/2018

Quarter 3 -4/1/2018 – 6/30/2018

Quarter 4 -7/1/2018 – 9/30/2018

Data Source: HVNH-HFA Data Records, HFA methodology for measuring retention rates

6.1.3. Performance Measure #3

HVNH-HFA Performance Measure #3

HFA Standards 6-5.B and 6-6.B

Measure: 90% of target children are referred for further evaluation after scoring below the "cutoff" on the ASQ-3. Children already receiving developmental services should not be screened.

Goal: All children served who are determined to be at risk for developmental delays, and are not already receiving developmental services, will receive a referral for further evaluation or services. (If a family declines a referral this should be documented in the family's file and the Family Support Specialist shall continue efforts to advocate for accessing developmental services).



Definition: **Numerator-** Of those in the denominator, the number of children that received follow-up health care when determined necessary by a formal, validated developmental screening (ASQ-3).

Denominator- The total number of children served in HFA in the past fiscal year who received at least one ASQ-3 in which they scored below the cutoff.

Data Source: HVNH-HFA Data Records, and ASQ-3, results.

6.1.4. Performance Measure #4

HVNH-HFA PROCESS Measure

HFA Standard 12-1.B

Measure: All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.

Goal: Service providers receive ongoing, effective supervision so they are able to develop realistic and effective plans to empower families.

Definition: **Numerator-** Of those in the denominator, the number of direct service staff who received 75% of required weekly individual supervision for a minimum of 1.5 hours for full time (.75 to 1.0 FTE) and 1 hour for part time staff (less than .75 FTE).

Denominator- The number of direct service staff/home visitors employed in the HFA Program during quarter.

Data Source: HVNH-HFA Data Records



Caseload and Capacity Analysis

- Per Exhibit A, Scope of Services the Contractor shall submit a report of caseload analysis each month.
- Caseload and Capacity Analysis shall be submitted via Microsoft Excel Workbook, provided by the Department; in accordance with the samples illustrated below:

2.1.1. Instructions Worksheet

CASELOAD AND CAPACITY ANALYSIS to be completed for each month of the contract period

This Excel tool has been adapted to streamline the caseload and capacity analysis and reporting processes for both the Local Implementing Agency and the State Team and to standardize the way metrics are calculated across all UA's. Please do not copy this workbook to use on other UA's. Instead, open the file named for monthly data you are reporting (e.g. 1/15/2019), use the file name "2018 12" to report 1/15/2019 data. Please do not change the name of the file when emailing the report to NHDPHS.

USE:

- If your home visitors changed during the reporting month (i.e., home visitors were added to roster or lost), please see the instructions below.
- Click on a home visitor worksheet (HV) tab, below. Enter the home visitor's information into the GREEN CELLS only: their Name, # hours per week paid by HFA, and % of HFA time at a
- Enter the number of families on each level that the home visitor saw in the reporting month.
- Repeat Steps 1-2 for each home visitor allocated to HFA Home Visiting during the month, in the separate tabs provided.
- If you have a home visitor position that is currently vacant, please indicate this using "RECRUITMENT" instead of the home visitor's name.
- Click the "Capacity Analysis" worksheet tab to review the analysis for your Local Implementing Agency this month.

NOTES: to optimize your case-assignment planning, use next month's workbook to model your family and case-weight numbers, and see what your performance results will be!

PLEASE FOLLOW IF YOUR FAMILY SERVICE WORKERS CHANGED IN THE REPORTING MONTH

If your HFA home visiting staff changed, but the number of HFA home visitors did not exceed 5, simply change the "Name of Staff member" in Cell B2. Return to USE Step 1.

If the number of HFA home visitors during the reporting month was greater than 5, contact the State Team for technical assistance. OR:

MAINTENANCE:

- Duplicate the last FSW worksheet tab (right-click, select, "move or copy", click box, create a copy, move to "before Capacity Analysis").
- Update formulas in the Capacity Analysis worksheet tab to include the new FSW worksheet:

- # of families served, per case weight category (cells E10)
- % of monthly home visitor capacity utilized (cells E7, F7)
- Service Utilization % (cells E10, K10)

Note: The # of hours paid should be the salaried or expected contracted hours for HFA only, regardless of vacation days, out of office, sick, etc.

Note: The % of time spent home visiting should be the % of time - of the HFA hours recorded above - doing home visiting work. For FSWs who are NOT also doing FAW work, the % will be 100%. Once the green cells are filled, all orange fields and the Capacity Analysis worksheet will auto-calculate for the individual home visitors and for your UA.

If the total number of families or the total weighted caseload is above the maximum, the corresponding field will turn red.

2.1.2. Home Visitor Worksheet

Month for Caseload Analysis	Name of staff member	# hours per week worked for HFA only	Of the hours above, % time as HFA home visitor	Caseload multiplier	Level	Description	Number of Families on Level	Weight	Weighted Caseload per Level	Permanent Special Circumstances (PSC) families should be captured above at their level, AND in this section if they have any of the following: need an interpreter, have multiple births (twins, triplets, etc.), have significant additional travel time, or a child with special						Extra Case Weight		
										# of families with additional caseload due to PSCs								
										0.5	1	1.5	2	2.5	3			
Level 2P	Prenatal - visits every other week during first and second trimester	2.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Level 1P	Prenatal - visits every week in third trimester (or earlier if	2.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Level 1	First 6 months after birth or enrollment - visits every week	2.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Level 2	Visits every other week	1.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Level 3	Visits once per month	0.50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Level 1SS	Crisis Intervention - visits weekly, or more if needed	3.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Level 4	Visits once per quarter	0.25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Creative Outreach (CO)	Creative Outreach (CO) is for families that completed at least one home visit but became disengaged.	2.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Level CO1	CO families are given the same caseload weight they had prior to going on CO, to ensure space if re-engaged.	1.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Level CO2		0.50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Level CO3		0.25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Temporary Out of Area (TO, TR)	Temporarily Out of Area (TO): for up to 3 months, families are given the same caseload weight they had prior to going on CO, to ensure space if re-engaged.	2.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Level TO1		1.00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Level TO2		0.50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Level TO3	Temporary Re-Assignment (TR): for up to 3 months, families accept voluntary re-assignment to another FSW due to leave or	0.50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Level TR		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Actual totals										0	0	0	0	0	0	0	0	
Maximum for fidelity										0	0	0	0	0	0	0	0	
HFA CAPACITY CALCULATION										RDV/01	RDV/01	RDV/01	RDV/01	RDV/01	RDV/01	RDV/01	RDV/01	
FSW Contribution to HFA CAPACITY CALCULATION										RDV/01	RDV/01	RDV/01	RDV/01	RDV/01	RDV/01	RDV/01	RDV/01	
										Total additional PSC caseloads	0	0	0	0	0	0	0	0



2.1.3. Capacity Analysis Worksheet

LIA MONTHLY CAPACITY ANALYSIS						
		Case-Weight Categories:				
# Families Served per category	3	2	1	0.5	0.25	Total
# Funded	0	0	0	0	0	0
		HFA %	HRSA %	Difference		
% of Monthly HV Capacity Utilized		#DIV/OI	#DIV/OI	#DIV/OI		
		Prenatal	Level 1-4	Temporary	Permanent	
Service Utilization		0	0	0	0	

Families in Case-Weight Categories

3	2	1	0.5	0.25	Total
0	0	0	0	0	0

LIA Capacity Utilized, All FSWs

HFA %	HRSA %
0%	0%

Service Utilization

Prenatal	Level 1-4	Temporary	Permanent
0	0	0	0

Exhibit A-2
 Maternal and Child Health Title V Healthy Families America Work plan Report
 July 1, 2018 – June 30, 2019

AGENCY NAME: _____

SERVICE AREA: _____

WORKPLAN COMPLETED BY: _____

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #1 (HFA Standard 7-5.B): 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.	
	EVALUATION ACTIVITIES	SFY 19 Target <u>70%</u> Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

**Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #2 (HFA Standard 3-4.A): Increase the percent of families who remain enrolled in HFA for at least 6 months. FY 17 average baseline = SFY 19 Target <u>Site enters target here based on prior FY performance</u> _____	
	EVALUATION ACTIVITIES		
		Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____ _____	

Exhibit A-2
 Maternal and Child Health Title V Healthy Families America Work plan Report
 July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #3 (HFA Standard 6-7.A): 90% of children receive further evaluation (or services) after scoring below the "cutoff" on the ASQ-3. SFY 19 Target <u>90%</u>	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

**Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		PROCESS Measure: (HFA Standard 12-1.B) All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	



Exhibit B Method and Conditions Precedent to Payment

1. This Contract is funded with federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) # 93.870 (<https://www.cfda.gov>), U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibit B-1, Budget, Exhibit B-2, Budget and Exhibit B-3 Budget.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoices may be assigned an electronic signature and emailed to DPHSCContractBilling@dhhs.nh.gov
 - 4.4. Expenditure detail should be included with submission of the invoice.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items within the price limitation of Exhibits B-1, B-2 and B-3 Budget, can be made by written agreement of both parties without further approval of the Governor and Executive Council.

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Community Action Belknap Merrimack Counties

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 71,443.00	\$ 1,555.00	\$ 72,998.00	\$ -	\$ -	\$ -	\$ 71,443.00	\$ 1,555.00	\$ 72,998.00
2. Employee Benefits	\$ 31,802.00	\$ 450.00	\$ 32,352.00	\$ -	\$ -	\$ -	\$ 31,802.00	\$ 450.00	\$ 32,352.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 325.00	\$ 325.00	\$ -	\$ -	\$ -	\$ -	\$ 325.00	\$ 325.00
6. Travel	\$ 1,700.00	\$ -	\$ 1,700.00	\$ -	\$ -	\$ -	\$ 1,700.00	\$ -	\$ 1,700.00
7. Occupancy	\$ 4,185.00	\$ -	\$ 4,185.00	\$ -	\$ -	\$ -	\$ 4,185.00	\$ -	\$ 4,185.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 175.00	\$ 175.00	\$ -	\$ -	\$ -	\$ -	\$ 175.00	\$ 175.00
Insurance	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
11. Staff Education and Training	\$ 3,050.00	\$ -	\$ 3,050.00	\$ -	\$ -	\$ -	\$ 3,050.00	\$ -	\$ 3,050.00
12. Subcontracts/Agreements	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HFA Affiliation/Accreditation	\$ 1,850.00	\$ -	\$ 1,850.00	\$ -	\$ -	\$ -	\$ 1,850.00	\$ -	\$ 1,850.00
TOTAL	\$ 124,080.00	\$ 3,065.00	\$ 127,085.00	\$ -	\$ -	\$ -	\$ 124,080.00	\$ 3,065.00	\$ 127,085.00

Indirect As A Percent of Direct

2.4%

Contractor Initials: *GA*

Date: *5-24-18*

Exhibit B-2, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Community Action Belknap Merrimack Counties

Budget Request for: Home Visiting

Budget Period: July 1, 2019 - June 30, 2020 (SFY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 72,844.00	\$ 1,555.00	\$ 74,399.00	\$ -	\$ -	\$ -	\$ 72,844.00	\$ 1,555.00	\$ 74,399.00
2. Employee Benefits	\$ 30,501.00	\$ 450.00	\$ 30,951.00	\$ -	\$ -	\$ -	\$ 30,501.00	\$ 450.00	\$ 30,951.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 325.00	\$ 325.00	\$ -	\$ -	\$ -	\$ -	\$ 325.00	\$ 325.00
6. Travel	\$ 1,700.00	\$ -	\$ 1,700.00	\$ -	\$ -	\$ -	\$ 1,700.00	\$ -	\$ 1,700.00
7. Occupancy	\$ 4,185.00	\$ -	\$ 4,185.00	\$ -	\$ -	\$ -	\$ 4,185.00	\$ -	\$ 4,185.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 175.00	\$ 175.00	\$ -	\$ -	\$ -	\$ -	\$ 175.00	\$ 175.00
Insurance	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
11. Staff Education and Training	\$ 3,050.00	\$ -	\$ 3,050.00	\$ -	\$ -	\$ -	\$ 3,050.00	\$ -	\$ 3,050.00
12. Subcontracts/Agreements	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HFA Affiliation/Accreditation	\$ 1,850.00	\$ -	\$ 1,850.00	\$ -	\$ -	\$ -	\$ 1,850.00	\$ -	\$ 1,850.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 124,080.00	\$ 3,005.00	\$ 127,085.00	\$ -	\$ -	\$ -	\$ 124,080.00	\$ 3,005.00	\$ 127,085.00

Indirect As A Percent of Direct 2.4%

Exhibit B-3, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Community Action Belknap Merrimack Counties

Budget Request for: Home Visiting

Budget Period: July 1, 2020 - September 30, 2020 (3 Months of SFY 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 18,211.00	\$ 390.00	\$ 18,601.00	\$ -	\$ -	\$ -	\$ 18,211.00	\$ 390.00	\$ 18,601.00
2. Employee Benefits	\$ 7,825.00	\$ 112.00	\$ 7,937.00	\$ -	\$ -	\$ -	\$ 7,825.00	\$ 112.00	\$ 7,937.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 80.00	\$ 80.00	\$ -	\$ -	\$ -	\$ -	\$ 80.00	\$ 80.00
6. Travel	\$ 425.00	\$ -	\$ 425.00	\$ -	\$ -	\$ -	\$ 425.00	\$ -	\$ 425.00
7. Occupancy	\$ 1,046.00	\$ -	\$ 1,046.00	\$ -	\$ -	\$ -	\$ 1,046.00	\$ -	\$ 1,046.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 45.00	\$ 45.00	\$ -	\$ -	\$ -	\$ -	\$ 45.00	\$ 45.00
Insurance	\$ -	\$ 125.00	\$ 125.00	\$ -	\$ -	\$ -	\$ -	\$ 125.00	\$ 125.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 188.00	\$ -	\$ 188.00	\$ -	\$ -	\$ -	\$ 188.00	\$ -	\$ 188.00
11. Staff Education and Training	\$ 782.00	\$ -	\$ 782.00	\$ -	\$ -	\$ -	\$ 782.00	\$ -	\$ 782.00
12. Subcontracts/Agreements	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HFA Affiliation/Accreditation	\$ 462.00	\$ -	\$ 462.00	\$ -	\$ -	\$ -	\$ 462.00	\$ -	\$ 462.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 31,019.00	\$ 752.00	\$ 31,771.00	\$ -	\$ -	\$ -	\$ 31,019.00	\$ 752.00	\$ 31,771.00

Indirect As A Percent of Direct

2.4%



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



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:
Community Action Program Belknap-Merrimack Counties, Inc.


Name: Jeanne Agri
Title: Executive Director

5/24/2018
Date



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:
Community Action Program Belknap-Merrimack Counties, Inc.

Name: Jeanne Agri
Title: Executive Director

5/24/2018
Date



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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:
Community Action Program Belknap-Merrimack Counties, Inc.


Name: Jeanne Agri
Title: Executive Director

5/24/2018
Date



**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 JA

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:
Community Action Program Belknap-Merrimack Counties, Inc.

5/24/2018
Date

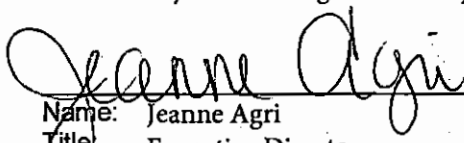

Name: Jeanne Agri
Title: Executive Director

Exhibit G

Contractor Initials JA

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



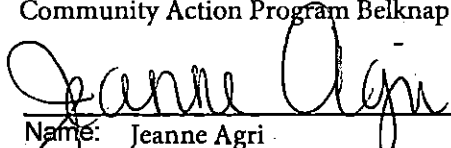
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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:
Community Action Program Belknap-Merrimack Counties, Inc.


Name: Jeanne Agri
Title: Executive Director

5/24/2018
Date



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



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

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

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

Department of Health and Human Services

The State

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPMS
Title of Authorized Representative

5/31/18
Date

Community Action Program
Belknap-Merrimack Counties, Inc.

Name of the Contractor
Jeanne Agri
Signature of Authorized Representative

Jeanne Agri
Name of Authorized Representative

Executive Director
Title of Authorized Representative

5/24/2018
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:

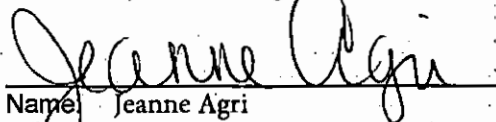
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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


Name: Jeanne Agri
Title: Executive Director

5/24/2018
Date



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: 07-399-7504
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: _____



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



Exhibit K

DHHS Information Security Requirements

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



Exhibit K

DHHS Information Security Requirements

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



Exhibit K

DHHS Information Security Requirements

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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



Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



Exhibit K

DHHS Information Security Requirements

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire

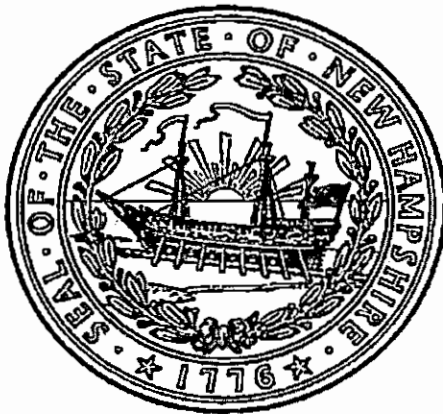
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. 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: 63021

Certificate Number: 0004072372



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

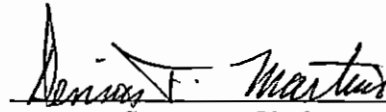
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 01/18/2018, such authority to be in force and effect until 9/30/2020 (contract termination date). (see attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Jeanne Agri, Executive Director

(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

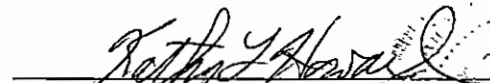
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 24th day of May, 2018.


Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 24th day of May, 2018, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Kathy L. Howard, Notary Public
Notary Public/Justice of the Peace

Commission Expiration Date:

KATHY L. HOWARD Notary Public, New Hampshire
My Commission Expires October 16, 2018

**COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.**

CORPORATE RESOLUTION

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Budget Analyst, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments of the Federal Government, which include all federal #269 and #272 Forms, and public or private nonprofit agencies *including, but not limited to, the following:*

- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
 - Bureau of Elderly and Adult Services for elderly programs
 - Bureau of Homeless and Housing Services for homeless/housing programs
 - Division of Children, Youth, and Families for child care programs
 - Division of Family Assistance for Community Services Block Grant
 - Division of Public Health Services for public health programs
- Department of Justice for child advocacy/therapy programs
- Department of Transportation-Public Transportation Bureau for transportation programs
- Public Utilities Commission for utility assistance programs
- Workforce Opportunity Council for employment and job training programs
- Department of Resources and Economic Development
- Governor's Office of Energy and Planning for Head Start, Low Income Energy Assistance, Weatherization and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U.S. Department of Health and Human Services
- U.S. Department of Housing and Urban Development
- U.S. Department of the Treasury – Internal Revenue Service
- and other departments and divisions as required

This Resolution authorizes the signing of all supplementary and subsidiary documents necessary to executing the authorized contracts as well as any modifications or amendments relative to said contracts or agreements.

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 18, 2018, and has not been amended or revoked and remains in effect as of the date listed below.

5/24/2018

Date



Dennis T. Martino
Secretary/Clerk

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/3/2018

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 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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 E-MAIL ADDRESS: kshaughnessy@crossagency.com	FAX (A/C, No): (603) 645-4331
	INSURER(S) AFFORDING COVERAGE	
INSURED Community Action Programs, Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302	INSURER A: Illinois National Ins. Co.	
	INSURER B: National Union Fire Insurance	
	INSURER C: Granite State Health Care and Human	
	INSURER D: Hanover Ins Co.	
	INSURER E: Berkshire Hathaway, Inc.	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 17-18 All 18-19 WC/Crime **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 <input checked="" type="checkbox"/> Including Professional		06-LX-067991165-2	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
D	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:		82471794	4/1/2018	4/1/2019	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		29-CA-069971915-0	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000		29-UD-016698260-2	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 5,000,000
						AGGREGATE \$ 5,000,000
C	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 <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	HCHS20180000011 (3a.) NH All officers included	2/1/2018	2/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
D	Blanket Crime		BDV1945863	3/27/2018	3/27/2019	Limit 500,000
						E Professional/Malpractice
E			HN020794	12/30/2017	12/30/2018	Limit: 1,000,000 / 3,000,000

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

CERTIFICATE HOLDER NH Dept. of Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE T Franggos/JSC <i>Jane Shaughnessy</i>
--	--

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Phone (603) 225-3295
 (800) 856-5525
 Fax (603) 228-1898
 Web www.bm-cap.org



2 Industrial Park Drive
 P.O. Box 1016
 Concord, NH
 03302-1016

**COMMUNITY ACTION PROGRAM
 BELKNAP-MERRIMACK COUNTIES, INC.**

STATEMENT OF PURPOSE

The purpose the corporation includes providing assistance for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to become fully self-sufficient through planning and coordinating the use of a broad range of federal, state, local, and other assistance (including private resources) related to the elimination of poverty; the organization of a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty and may help the families and individuals to achieve self-sufficiency; the maximum participation of residents of the low-income communities and members of the groups served to empower such residents and members to respond to the unique problems and needs within their communities; and to secure a more active role in the provision of services for private, religious, charitable, and neighborhood-based organizations, individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities and services for the poor.

(Approved by Agency Board of Directors on 02/24/05
 as part of the Agency Bylaws.)

CAPBMCI Statement of Purpose

ALTON
 Senior Center..... 875-7102
 Prospect View Housing.....875-3711

BELMONT
 Senior Center.....267-8867
 Heritage Terr. Housing.....267-8801

BRADFORD
 Senior Center..... 938-2104

CONCORD
 Area Center..... 225-6880
 Head Start.....224-6492
 Early Head Start.....224-6492
 Concord Area
 Meals on Wheels.....225-9092
 Concord Area Transit.....225-1989
 Horseshoe Pond Place.....228-8956
 WIC/CSFP.....225-2050
 Workplace Success.....223-2305

EPSOM
 Meadow Brook Housing...736-8250

FRANKLIN
 Area Center.....934-3444
 Head Start.....934-2161
 Early Head Start.....934-2161
 Senior Center.....934-4151
 Riverside Housing.....934-5340

LACONIA
 Area Center.....524-5512
 Head Start.....528-5334
 Early Head Start.....528-5334
 Senior Center.....524-7669
 Family Planning.....524-5453
 Workplace Success.....524-4367

MEREDITH
 Area Center.....279-4066

NEWBURY
 Newbury Commons
 Housing.....763-0360

PEMBROKE
 Village at Pembroke Farms
 Housing.....485-1842

PITTSFIELD
 Senior Center.....435-8482
 Head Start.....435-6618
 Early Head Start.....435-6611

SUNCOOK
 Area Center.....485-7824
 Senior Center.....485-4254

TILTON
 Senior Center.....527-8291

WARNER
 Area Center.....456-2207
 Head Start.....456-2208
 North Ridge Housing.....456-3398



Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP-
MERRIMACK COUNTIES, INC.**

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2017 AND FEBRUARY 29, 2016
AND
INDEPENDENT AUDITORS' REPORT**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 28, 2017 and February 29, 2016, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended February 28, 2017.

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.

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' 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 Community Action Program Belknap-Merrimack Counties, Inc. as of February 28, 2017 and February 29, 2016, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Action Program Belknap-Merrimack Counties, Inc.'s 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 25, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended February 29, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, the schedule of revenues and expenditures, and the schedule of refundable advances are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 30, 2017, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
October 30, 2017

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2017 AND FEBRUARY 29, 2016

	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash	\$ 1,732,344	\$ 1,123,997
Accounts receivable	2,161,972	2,643,755
Inventory	21,530	29,923
Prepaid expenses	94,315	100,924
Investments	85,225	72,306
Total current assets	<u>4,095,386</u>	<u>3,970,905</u>
PROPERTY		
Land, buildings and improvements	4,618,289	4,618,289
Equipment, furniture and vehicles	5,838,444	5,942,708
Total property	10,456,733	10,560,997
Less accumulated depreciation	<u>6,818,622</u>	<u>6,824,303</u>
Property, net	<u>3,638,111</u>	<u>3,736,694</u>
OTHER ASSETS		
Due from related party	<u>139,441</u>	<u>139,441</u>
Total other assets	<u>139,441</u>	<u>139,441</u>
TOTAL ASSETS	<u>\$ 7,872,938</u>	<u>\$ 7,847,040</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Current portion of notes payable	\$ 163,753	\$ 154,380
Accounts payable	847,707	1,182,814
Accrued expenses	1,019,426	973,674
Refundable advances	<u>1,159,331</u>	<u>1,122,035</u>
Total current liabilities	3,190,217	3,432,903
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	<u>1,151,156</u>	<u>1,312,780</u>
Total liabilities	<u>4,341,373</u>	<u>4,745,683</u>
NET ASSETS		
Unrestricted	2,887,454	2,485,093
Temporarily restricted	<u>644,111</u>	<u>616,264</u>
Total net assets	<u>3,531,565</u>	<u>3,101,357</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 7,872,938</u>	<u>\$ 7,847,040</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2017
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 29, 2016**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
REVENUES AND OTHER SUPPORT				
Grant awards	\$ 15,822,185		\$ 15,822,185	\$ 16,076,420
Other funds	2,384,071	\$ 2,441,769	4,825,840	4,822,670
In-kind	1,100,528		1,100,528	906,423
United Way	43,751		43,751	33,840
Realized gain (loss) on sale of equipmer	20,250		20,250	(164)
Total revenues and other support	19,370,785	2,441,769	21,812,554	21,839,189
NET ASSETS RELEASED FROM RESTRICTIONS	<u>2,413,922</u>	<u>(2,413,922)</u>		
Total	<u>21,784,707</u>	<u>27,847</u>	<u>21,812,554</u>	<u>21,839,189</u>
EXPENSES				
Salaries and wages	7,973,527		7,973,527	8,035,121
Payroll taxes and benefits	1,997,820		1,997,820	2,120,907
Travel	277,832		277,832	289,250
Occupancy	1,134,026		1,134,026	1,024,305
Program services	7,104,507		7,104,507	7,324,464
Other costs	1,568,475		1,568,475	1,590,710
Depreciation	225,631		225,631	314,017
In-kind	1,100,528		1,100,528	906,423
Total expenses	<u>21,382,346</u>		<u>21,382,346</u>	<u>21,605,197</u>
CHANGE IN NET ASSETS	402,361	27,847	430,208	233,992
NET ASSETS, BEGINNING OF YEAR	<u>2,485,093</u>	<u>616,264</u>	<u>3,101,357</u>	<u>2,867,365</u>
NET ASSETS, END OF YEAR	<u>\$ 2,887,454</u>	<u>\$ 644,111</u>	<u>\$ 3,531,565</u>	<u>\$ 3,101,357</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2017 AND FEBRUARY 29, 2016**

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 430,208	\$ 233,992
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	225,631	314,017
(Gain) loss on sale of property	(20,250)	164
Decrease in current assets:		
Accounts receivable	481,783	261,265
Inventory	8,393	3,519
Prepaid expenses	6,609	87,622
(Decrease) increase in current liabilities:		
Accounts payable	(335,107)	(446,853)
Accrued expenses	45,752	(19,379)
Refundable advances	37,296	205,532
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>880,315</u>	<u>639,879</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(127,048)	(34,749)
Investment in partnership	(12,919)	(1,409)
Proceeds from sale of property	20,250	-
NET CASH USED IN INVESTING ACTIVITIES	<u>(119,717)</u>	<u>(36,158)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(152,251)	(143,670)
NET CASH USED IN FINANCING ACTIVITIES	<u>(152,251)</u>	<u>(143,670)</u>
NET INCREASE IN CASH	608,347	460,051
CASH BALANCE, BEGINNING OF YEAR	<u>1,123,997</u>	<u>663,946</u>
CASH BALANCE, END OF YEAR	<u>\$ 1,732,344</u>	<u>\$ 1,123,997</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	<u>\$ 109,150</u>	<u>\$ 121,170</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2017
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 29, 2016**

	<u>Program</u>	<u>Management</u>	<u>2017 Total</u>	<u>2016 Total</u>
Salaries and wages	\$ 7,698,893	\$ 274,634	\$ 7,973,527	\$ 8,035,121
Payroll taxes and benefits	1,876,786	121,034	1,997,820	2,120,907
Travel	276,033	1,799	277,832	289,250
Occupancy	1,018,340	115,686	1,134,026	1,024,305
Program Services	7,104,507	-	7,104,507	7,324,464
Other costs:				
Accounting fees	9,371	39,517	48,888	47,150
Legal fees	45,214	233	45,447	17,957
Supplies	226,486	32,705	259,191	259,621
Postage and shipping	53,947	1,153	55,100	58,272
Equipment rental and maintenance	5,118	385	5,503	3,525
Printing and publications	4,278	9,689	13,967	2,757
Conferences, conventions and meetings	15,331	12,297	27,628	30,932
Interest	103,199	5,951	109,150	121,170
Insurance	118,050	39,980	158,030	193,894
Membership fees	12,119	7,553	19,672	30,505
Utility and maintenance	67,380	56,036	123,416	140,087
Computer services	10,611	26,067	36,678	38,069
Other	646,214	19,591	665,805	646,771
Depreciation	220,884	4,747	225,631	314,017
In kind	1,100,528	-	1,100,528	906,423
Total functional expenses	<u>\$ 20,613,289</u>	<u>\$ 769,057</u>	<u>\$ 21,382,346</u>	<u>\$ 21,605,197</u>

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2017**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

Basis of Accounting

The financial statements are prepared on the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

Financial Statement Presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, 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. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 28, 2017 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$644,111.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 29, 2016, from which the summarized information was derived.

Income Taxes

The Organization is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

The Organization files information returns in the United States and the State of New Hampshire. The Organization is no longer subject to examinations by tax authorities for years before 2013.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its information returns for the years (2013 through 2016), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

Property and equipment is recorded at cost or, if donated, at the approximate fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding \$5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight-line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years
Equipment, furniture and vehicles	3 - 7 years

Use of Estimates

The preparation of financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$1,100,528 in donated facilities, services and supplies for the year ended February 28, 2017 as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$200,362 for the year ended February 28, 2017.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$898,566 for the year ended February 28, 2017.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$1,600 for the year ended February 28, 2017.

Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the year ended February 28, 2017 amounted to \$46,709.

2. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2017. The Organization has no policy for charging interest on overdue accounts.

3. REFUNDABLE ADVANCES

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$1,159,331 as of February 28, 2017.

4. RETIREMENT PLAN

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2017 totaled \$207,607.

5. **LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to twenty years. For the year ended February 28, 2017; the annual lease expense for the leased facilities was \$464,831.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ended</u> <u>February 28</u>	<u>Amount</u>
2018	\$ 336,450
2019	107,326
2020	94,916
2021	88,762
2022	88,762
Thereafter	<u>1,142,527</u>
Total	<u>\$ 1,858,743</u>

6. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$403,742 at February 28, 2017.

7. **BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (3.75% for the year ended February 28, 2017) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 28, 2017.

8. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2017:

5.75% note payable to a financial institution in monthly installments for principal and interest of \$12,373 through July, 2023. The note is secured by property of the Organization for Lakes Region Family Center. \$ 891,657

3% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May, 2027. The note is secured by property of the Organization for the agency administrative building renovations. 78,987

Note payable to a bank in monthly installments for principal and interest of \$4,842 through May, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.75% at February 28, 2017. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early-Head Start.

325,825

4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through June, 2031. The note is secured by property of the Organization for the Franklin Community Services building.

18,440

Total 1,314,909

Less amounts due within one year 163,753

Long term portion \$ 1,151,156

The scheduled maturities of long term debt as of February 28, 2017 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2018	\$ 163,753
2019	173,709
2020	184,280
2021	195,505
2022	207,428
Thereafter	<u>390,234</u>
	<u>\$ 1,314,909</u>

9. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 29, 2017:

Land	\$ 168,676
Building and improvements	4,449,613
Equipment and vehicles	<u>5,838,444</u>
	10,456,733
Less accumulated depreciation	<u>6,818,622</u>
Property and equipment, net	<u>\$ 3,638,111</u>

Depreciation expense for the year ended February 28, 2017 was \$225,631.

10. **CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were 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 this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2017. Monitoring has not indicated any discrepancies.

11. **CONCENTRATION OF RISK**

For the year ended February 28, 2017, approximately \$9,500,000 (44%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

12. **TEMPORARILY RESTRICTED NET ASSETS**

At February 28, 2017, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose

Senior Center	\$ 128,333
Elder Services	297,725
NH Charitable Foundation, Mary Gale	22,064
NH Rotary Food Challenge	5,067
Common Pantry	6,472
Community Crisis	3,578
Caring Fund	16,090
Agency-FAP	12,793
Agency-H/S	149,305
FGP/SCP Assoc. Region 1	157
Agency-WIC/CSFP	1,864
Other Programs	<u>663</u>
	<u>\$ 644,111</u>

13. **RELATED PARTY TRANSACTIONS**

The Organization is related to the following corporation as a result of common management:

<u>Related Party</u>	<u>Function</u>
CAPBMC Development Corporation	Real Estate Development

There was \$139,441 due from CAPBMC Development Corporation at February 28, 2017.

The Organization serves as the management agent for the following organizations:

<u>Related Party</u>	<u>Function</u>
Belmont Elderly Housing, Inc.	HUD Property
Epsom Elderly Housing, Inc.	HUD Property
Alton Housing for the Elderly, Inc.	HUD Property
Pembroke Housing for the Elderly, Inc.	HUD Property
Newbury Elderly Housing, Inc.	HUD Property
Kearsarge Elderly Housing, Inc.	HUD Property
Riverside Housing Corporation	HUD Property
Sandy Ledge Limited Partnership	Low Income Housing Tax Credit Property
Twin Rivers Community Corporation	Property Development
Ozanam Place, Inc.	Transitional Supportive Services
TRCC Housing Limited Partnership I	Low Income Housing Tax Credit Property

The services performed by the Organization included, marketing, accounting, tenant selection (for the HUD properties), HUD compliance (for the HUD properties), and maintenance of property.

The total amount due from the related parties (collectively) at February 28, 2017 was \$88,933 and is included in accounts receivables.

14. RECLASSIFICATION

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

15. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled \$84,225 at February 28, 2017.

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At February 28, 2017, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

Beginning balance – mutual funds	\$ 72,306
Total gains (losses) - realized /unrealized	11,443
Purchases	<u>476</u>
Ending Balance – mutual funds	<u>\$ 84,225</u>

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

The Organization invested \$1,000 during the year ended February 28, 2017 in a Partnership, The Lakes Region Partnership for Public Health.

16. FISCAL AGENT

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, the NH Rotary Food Challenge and FGP/SCP Association Region 1. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 30, 2017, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERIMACK COUNTIES, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2017**

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH NAME	IDENTIFYING NUMBER	EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
US DEPARTMENT OF HEALTH AND HUMAN SERVICES					
Head Start	93.600		01CH2052-03-01	\$ 3,619,460	
Low Income Home Energy Assistance Program	93.668	State of New Hampshire	17B1NHLEIA	3,340,799	
Low Income Home Energy Assistance Program-WX	93.668	State of New Hampshire	G-17B1NHLEIA	48,245	
Low Income Home Energy Assistance Program-HRRP	93.668	State of New Hampshire	G-16B1NHLEIA	97,610	
			TOTAL	3,486,654	
Community Services Block Grant	93.569	State of New Hampshire	G-16B1NHG06R	369,518	
Social Services Block Grant-Home Delivered & Congregate	93.607	State of New Hampshire	05-95-48-481010-9256	271,378	
Social Services Block Grant-Service Link	93.607	State of New Hampshire	90AM221202	67,673	
			TOTAL	329,051	
TANF CLUSTER					
Temporary Assistance for Needy Families-Family Planning	93.658	State of New Hampshire	1602NHTANF	21,025	
Temporary Assistance for Needy Families-Workplace Success	93.658	Southern New Hampshire Services	05-95-48-460010-61270000	182,030	
			CLUSTER TOTAL	203,861	
AGING CLUSTER					
Title III, Part B-Senior Transportation	93.044	State of New Hampshire	17AANH35S	112,235	
Title III, Part B-SEAS	93.044	State of New Hampshire	17AANH35P	924	
Title III, Part C-Congregate Meals	93.046	State of New Hampshire	17AANH3CM	180,171	
Title III, Part C-Home Delivered	93.046	State of New Hampshire	17AANH3HD	362,990	
NSIP	93.053	State of New Hampshire	1096477	214,990	
			CLUSTER TOTAL	871,310	
CHILD CARE AND DEVELOPMENT FUND CLUSTER					
Child Care & Development Block Grant	93.575	State of New Hampshire		73,939	
Child Care Mandatory & Matching Funds of the CCDF	93.690	State of New Hampshire		86,659	
			CLUSTER TOTAL	160,598	
MEDICAID CLUSTER					
Medical Assistance Program-Service Link	93.778	State of New Hampshire	90NWFG0008-01-00	8,717	
Medical Assistance Program-Veterans Independent Program	93.778	Gateways Community Services		18,949	
Medical Assistance Program-Veterans Program	93.778	Easter Seals of NH, Inc.		6,794	
			CLUSTER TOTAL	34,460	
Family Planning - Services	93.217	State of New Hampshire	FPHPAD16063	99,536	
HIV Preventative Activities - Health Dept. Based-Family Planning	93.940	State of New Hampshire	UG2P6063855	5,383	
ADA - Maternal, Infant, & Early Childhood Home Visiting Program	93.605	State of New Hampshire	05-95-90-902010-0831	95,168	
Maternal & Child Health Services Block Grant to the States	93.994	State of New Hampshire	804MC28113	21,518	
State Health Insurance Assistance Program-Service Link	93.324	State of New Hampshire	90SAD003-02-00	22,131	
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire	17AANH3FC	32,295	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	90MP024102	79,489	
CMS Research Demonstrations & Evaluations	93.779	State of New Hampshire	90SAD003-02-00	1,348	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	14AANHMAHR	22,168	
			HHS TOTAL	\$ 9,453,996	
US DEPARTMENT OF AGRICULTURE					
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	15154NH703W1003	688,034	
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	16164NH743W5003	28,400	
			TOTAL	712,434	
Senior Farmers Market	10.576	State of New Hampshire	15154NH083Y6304	8,579	
Senior Farmers Market	10.576	State of New Hampshire	16164NH083Y6303	71,802	
			TOTAL	80,381	
Child & Adult Care Food Program	10.658	State of New Hampshire	NONE	228,848	
CHILD NUTRITION CLUSTER					
Summer Food Service Program For Children	10.559	State of New Hampshire	NONE PROVIDED	170,176	
FOOD DISTRIBUTION CLUSTER					
Commodity Supplemental Food Program	10.665	State of New Hampshire	15154NH814Y8005	728,388	\$ 665,003
Emergency Food Assistance Program-Administration	10.668	State of New Hampshire	81750000	194,800	
Emergency Food Assistance Program	10.669	State of New Hampshire	81750000	1,672,558	1,672,558
			CLUSTER TOTAL	2,595,784	\$ 2,227,651
Rural Housing Preservation Grants	10.433	Rural Development	0348-0004	320	
			USDA TOTAL	\$ 3,787,942	
CORPORATION FOR NATIONAL & COMMUNITY SERVICES					
FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER					
Senior Companion Program	94.016		16SCANH001	\$ 339,672	
US DEPARTMENT OF TRANSPORTATION					
Formula Grants for Rural Areas-Concord Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	651,303	
Formula Grants for Rural Areas-Windpassaukee Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	55,687	
			TOTAL	610,890	
TRANSIT SERVICES PROGRAMS CLUSTER					
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.613	State of New Hampshire-Department of Transportation	NH-18-X043	23,195	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	123,778	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20.613	Merimack County	NH-65-X001	71,600	
			CLUSTER TOTAL	218,573	
			DOT TOTAL	\$ 829,463	
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
Supportive Housing Program-Outreach	14.235	State of New Hampshire	NONE PROVIDED	18,743	
Supportive Housing Program-Homeless	14.235	State of New Hampshire	NONE PROVIDED	11,438	
Supportive Housing Program	14.235	State of New Hampshire	05-95-42-423010-7927-102-500731	88,568	
			TOTAL	88,693	
Emergency Solutions Grant	14.231	State of New Hampshire	05-95-42-423010-7927-102-500731	14,635	

Continuum of Care Program	14,267	State of New Hampshire	05-85-42-423010-7927-102-500731	64,687
Healthy Homes Technical Studies Grants-Radon Program	14,906	National Center for Healthy Housing	NCHH-14-1233	<u>2,245</u>
			HUD TOTAL	<u>\$ 160,362</u>
US DEPARTMENT OF ENERGY				
Weatherization Assistance for Low Income Persons	61,042	State of New Hampshire	EE0006169	<u>\$ 168,100</u>
US DEPARTMENT OF LABOR				
Senior Community Service Employment Program	17,235	State of New Hampshire	1944701	471,106
WIA/WIOA CLUSTER				
WIA/WIOA - Adult Program	17,259	Southern New Hampshire Services	0510-63360000-102-500731	61,977
WIA/WIOA - Dislocated Worker Formula Grants	17,278	Southern New Hampshire Services	0510-63360000-102-500731	<u>66,104</u>
			CLUSTER TOTAL	<u>128,081</u>
			DOL TOTAL	<u>\$ 699,187</u>
			TOTAL	<u>\$ 16,332,722</u> <u>\$ 2,227,651</u>

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2017**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 28, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE 3 INDIRECT COST RATE

Community Action Program Belknap-Merrimack Counties, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD COMMODITIES

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

**Leone,
McDonnell
& Roberts**

PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 28, 2017, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 30, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, 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. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Action Program Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leon McDonnell & Roberts
Professional Association

Concord, New Hampshire
October 30, 2017

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2017. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Program Belknap-Merrimack Counties, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2017.

Report on Internal Control Over Compliance

Management of Community Action Program Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leone McDonnell & Roberts
Professional Association*

Concord, New Hampshire
October 30, 2017

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2017

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs include:
 - 93.568 Low-Income Home Energy Assistance
 - 17.235 Senior Community Service Employment Program
 - FOOD DISTRIBUTION CLUSTER**
 - 10.565 Commodity Supplemental Food Program
 - 10.568 Emergency Food Assistance Program (Administrative Costs)
 - 10.569 Emergency Food Assistance Program (Food Commodities)
 - NON-FEDERAL**
 - NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION, Electric Assistance Program
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES
FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568
FOR THE YEAR ENDED FEBRUARY 28, 2017

	<u>Grant Period</u> <u>10/1/15-9/30/16</u>	<u>Grant Period</u> <u>10/1/16-9/30/17</u>	<u>Total</u>
Revenues			
Division of Human Resources	\$ 840,711	\$ 2,500,088	\$ 3,340,799
Agency support	<u>36,288</u>	<u>-</u>	<u>36,288</u>
	<u>\$ 876,999</u>	<u>\$ 2,500,088</u>	<u>\$ 3,377,087</u>
Expenditures			
Personnel	\$ 153,685	\$ 196,427	\$ 350,112
Fringe benefits	18,011	37,936	55,947
Travel	3,783	2,213	5,996
Occupancy	29,956	25,603	55,559
Direct program costs	635,259	2,213,931	2,849,190
Other costs	<u>36,305</u>	<u>23,978</u>	<u>60,283</u>
	<u>\$ 876,999</u>	<u>\$ 2,500,088</u>	<u>\$ 3,377,087</u>

See Independent Auditors' Report

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016
FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Grant Period</u> <u>7/1/15 - 6/30/16</u>	<u>Grant Period</u> <u>7/1/16 - 6/30/17</u>	<u>Total</u>
Revenues			
Corporation for National Services	\$ <u>130,956</u>	\$ <u>202,716</u>	\$ <u>333,672</u>
Expenditures			
Personnel	\$ 97,392	\$ 154,275	\$ 251,667
Fringe benefits	(8,582)	19,414	10,832
Travel	29,917	27,146	57,063
Other costs	<u>12,229</u>	<u>1,881</u>	<u>14,110</u>
	\$ <u>130,956</u>	\$ <u>202,716</u>	\$ <u>333,672</u>

See Independent Auditors' report

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE HEAD START PROGRAM - CFDA 93.600
FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Grant Period</u> <u>1/1/16-12/31/16</u>	<u>Grant Period</u> <u>1/1/17-12/31/17</u>	<u>Total</u>
Revenues			
U.S. Department of Health and Human Services	\$ 3,014,211	\$ 605,248	\$ 3,619,459
In-Kind	430,127	130,994	561,121
Other	<u>21,022</u>	<u>-</u>	<u>21,022</u>
	<u>\$ 3,465,360</u>	<u>\$ 736,242</u>	<u>\$ 4,201,602</u>
Expenditures			
Personnel	\$ 1,919,792	\$ 421,587	\$ 2,341,379
Fringe benefits	307,344	32,948	340,292
Travel	36,960	7,205	44,165
Occupancy	295,062	63,268	358,330
In-Kind	430,127	130,994	561,121
Other costs	<u>476,113</u>	<u>80,240</u>	<u>556,353</u>
	<u>\$ 3,465,398</u>	<u>\$ 736,242</u>	<u>\$ 4,201,640</u>

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES
FOR THE NUTRITION AND ELDER SERVICES PROGRAM -
CFDA 93.045, 93.667 and 93.053
FOR THE YEAR ENDED FEBRUARY 28, 2017

	<u>Grant Period</u> <u>7/1/15 - 6/30/16</u>	<u>Grant Period</u> <u>7/1/16 - 6/30/17</u>	<u>Total</u>
Revenues			
NH Department of Health and Human Services			
Title XX	\$ 150,685	\$ 325,417	\$ 476,102
Title III Part C	300,912	652,003	952,915
NH Department of Health and Human Services, NSIP	104,603	110,386	214,989
Other	<u>224,628</u>	<u>448,066</u>	<u>672,694</u>
	<u>\$ 780,828</u>	<u>\$ 1,535,872</u>	<u>\$ 2,316,700</u>
Expenditures			
Personnel	\$ 354,050	\$ 692,468	\$ 1,046,518
Fringe benefits	42,442	86,697	129,139
Occupancy	60,226	130,123	190,349
Travel	45,584	82,183	127,767
Other costs	<u>258,931</u>	<u>503,842</u>	<u>762,773</u>
	<u>\$ 761,233</u>	<u>\$ 1,495,313</u>	<u>\$ 2,256,546</u>

See Independent Auditors' Report

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES
FOR THE ELECTRIC ASSISTANCE PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Grant Period</u> <u>10/1/15-9/30/16</u>	<u>Grant Period</u> <u>10/1/16-9/30/17</u>	<u>Total</u>
Revenues	<u>\$ 875,325</u>	<u>\$ 1,063,733</u>	<u>\$ 1,939,058</u>
Expenditures			
Personnel	\$ 162,337	\$ 134,123	\$ 296,460
Fringe benefits	24,448	23,884	48,332
Travel	3,020	1,958	4,978
Occupancy	14,738	13,333	28,071
Other costs	<u>670,432</u>	<u>890,435</u>	<u>1,560,867</u>
	<u>\$ 874,975</u>	<u>\$ 1,063,733</u>	<u>\$ 1,938,708</u>

Note:

Tested as a major program for the year ended February 28, 2017. See Schedule of Findings and Questioned Costs on page 22.

See Independent Auditors' Report

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

**SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2017**

	<u>Revenues</u>	<u>Expenditures</u>
Twin River Community Corp (055 & 056)	38,416	42,468
Cottage Hotel (066 & 067)	10,567	10,567
Sandy Ledge (095 & 096)	8,786	24,981
Ozanam (106 & 107)	12,000	18,697
Food Pantry (131)	21,075	15,533
Senior Center Program (138)	28,594	26,409
Franklin Intergenerational (186 & 187)	13,959	760
Mary Gale (207)	25,000	2,936
Senior Companion Program - Non Federal (225 & 226)	45,482	77,986
Senior Companion Program - State (235 & 236)	15,832	15,832
Franklin Community Services (295 & 296)	22,510	27,405
Head Start - Childcare (355 & 356)	1,097,490	797,744
Lakes Region Family Center (385 & 386)	158,231	158,231
NH Modular Ramp (434 & 435)	1,195	3,633
New Hampshire Housing Guarantee Program (495 & 496)	194,402	194,402
Core Program (505 & 506)	614,981	579,366
Common Pantry (555 & 556)	50	113
Oral Health WIC (600)	13,133	1,418
Epsom Elderly Housing (645 & 646)	63,640	63,640

See Independent Auditors' Report

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2017

	<u>Revenues</u>	<u>Expenditures</u>
Belmont Housing (656 & 657)	63,054	63,054
Alton Housing (666 & 667)	60,766	60,766
Kearsarge Housing (676 & 677)	69,648	67,831
Riverside Housing (686 & 687)	69,801	68,026
Pembroke Housing (701 & 702)	58,762	58,762
Homeless Revolving Loan (728)	5,909	5,909
Area Centers (766 & 767)	193,542	267,685
THE FIXIT Program (836 & 837)	-	1,185
Loan Guarantee Program (847)	34,483	34,483
MC Loan Guarantee Program (848)	3,283	3,283
The Caring Fund (866 & 867)	324	2,751
FGP/SCP Association Region 1 (875)	-	875
Agency WIC/CSFP (883)	4,417	1,306
Newbury Elderly Housing (885 & 886)	38,637	38,637
Housing Futures (897)	12,000	12,000
Agency Account (911 & 980)	145,341	147,450
Agency Account FAP (922)	83,987	97,662
Agency Account SCP (935 & 936)	9,751	3,589
H/S Agency (946 & 947)	22,692	25,330
Agency Development Fund (981)	27,351	37,305

See Independent Auditors' Report

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REFUNDABLE ADVANCES
FOR THE YEAR ENDED FEBRUARY 28, 2017

<u>FUND #</u>	<u>FUND NAME</u>	<u>HHS PROGRAM CFDA#</u>	<u>AMOUNT</u>
128	EAP-Lead Agency		\$ 18,203
147	Merrimack County Service Link	93.778	114,553
198	Electric Assistance Program		49,915
497	NH Housing Guarantee Program		88,811
548	Summer Feeding		49,271
577	Fuel Assistance Program	93.568 (3,041 of deferred amount is not federal)	232,180
595	Homeless Prevention		222,363
717	Concord Area Transit		47,146
728	Homeless Revolving Loan Fund-Belknap County		30,407
729	Homeless Revolving Loan Fund-Merrimack County		8,179
737	Winnepesaukee Transit		18,892
837	FixIt Program		84,540
858	New Start Program		113,347
876	Emergency Solutions Grant		1,694
883	Agency Account-WIC/CSFP		1,250
908	Community Services Block Grant	93.569	72,913
947	Agency Account-Head Start		<u>5,667</u>
	TOTAL		<u>\$ 1,159,331</u>

See Independent Auditors' Report

**COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.**

BOARD OF DIRECTORS

Sara A. Lewko, <i>President</i>	Susan Koerber
<i>Vice President - Vacant</i>	Bill Johnson
Dennis Martino, <i>Secretary-Clerk</i>	David Siff
Kathy Goode, <i>Treasurer</i>	Christine Averill
Heather Brown	Safiya Wazir
Nicolette Clark	Kathryn Hans
Theresa M. Cromwell	

ANYA GAROFOLI TWAROG, M.Ed., MEL

Education:

Franklin Pierce Law Center, Concord NH
Master's Degree in Education Law, December 2006.

Notre Dame College, Manchester, NH.
Dual NH Certification in Elementary Education/General Special Education. May, 1999.
Master's Degree in Education. May 2001.

University of New Hampshire, Durham, NH.
Bachelor of Arts in Psychology. December 1997.

Professional Experience:

Disabilities & Mental Health Services Specialist, Belknap-Merrimack Head Start, Concord, NH, April 2017-Present

- Oversee disability and mental health components of all Head Start & Early Head Start programs within Belknap and Merrimack counties.
- Provide technical support and supervision to the Healthy Families America program.

Education & Disabilities Services Specialist, Belknap-Merrimack Head Start, Concord, NH, November 2013-April 2017

- Oversee education and disability components of all Head Start programs within Belknap and Merrimack counties.
- Ensure compliance with NAEYC, NH State Licensing and Head Start Performance Standards at the local and federal level.

Special Education Teacher, SAU # 15, Hooksett, NH, September 2008-November 2013

- Teacher and Case Manager. Complete all necessary special education paper work, schedule and run meetings. Create schedules for direct services. Consult with teachers weekly to assist on implementation of differentiated instruction..
- Evaluate and screen students for learning disabilities that impact classroom performance and obtainment of FAPE.

Child Check Coordinator, Concord School District, Concord, NH, September 2007- June 2008

- Organized Child Check Clinics. Set appointments, completed paperwork and prepared screening tools.
- Attended Child Check Clinics. Facilitated clinics and screened children in the areas of Fine Motor Skills, Gross Motor Skills, Speech and Language Skills and Cognitive Skills.

Special Educator, Preschool Outreach Program, Concord School District, Concord, NH September 2003-June 2008.

- Evaluated cognitive skills and observed classroom skills in preschool children who have been referred to the district by Early Intervention or by a parent.
- Case managed and facilitated special education meetings for Outreach students.

Parent Family Coordinator/Enrichment Summer School Program Coordinator, SAU #18, Franklin School District, Franklin, NH, February 2005-August 2006

- Researched enrichment summer programs and prepared report for the School Board.
- Implemented and coordinated summer school enrichment program.
- Researched parental needs in the community and worked to bridge the gap between the parents and the school district.
- Organized and facilitated parent events and workshops.

Professional Memberships:

Cambridge Who's Who
Franklin School Board Elected Member 2016-2019
Franklin Mayor's Drug Task Force

SIOBHAN CONNELLY

EDUCATION	LESLEY UNIVERSITY NAROPA UNIVERSITY KEENE STATE COLLEGE	CAMBRIDGE, MA — PSYCHOLOGY, 2011 - 2015 BOULDER, CO — INTERDISCIPLINARY STUDIES, 2008 - 2009 KEENE, NH — PSYCHOLOGY, 2005 - 2006
EXPERIENCE	BELKNAP COUNTY HEALTHY FAMILIES AMERICA, LACONIA, NH <i>Program Manager/Supervisor/Family Assessment Worker</i>	5/2017-PRESENT
	<ul style="list-style-type: none">- Oversees Home Visiting Program by translating Performance Standards into dynamic approaches to work with families, track the programs successes and make plans around opportunities of growth.- Supervises the Home Visitor using Clinical, Administrative, and especially Reflective components.- Ensures work with families includes safety considerations, is goal oriented, and progress is captured appropriately in physical and electronic files; ensures data reports are accurate and sent to the State in a timely manner.- Maintains relationships with partnering programs in the county.	
	BELKNAP COUNTY HEALTHY FAMILIES AMERICA, Laconia, NH <i>Home Visitor/Family Resource Specialist</i>	3/2015-5/2017
	<ul style="list-style-type: none">- Integral team member in seeing program through first accreditation process and acquisition.- Assists families to overcome barriers via community resources and promotes self-directed growth- Enhances parent-centered development with child-centered advocacy including promoting awareness of safe family practices- Ensures safety of children through home-based visits and reports appropriately in cases of evidenced child abuse or neglect	
	COMMUNITY BRIDGES: FORENSIC DEPARTMENT, Concord, NH <i>Intern</i>	12/2014-5/2015
	<ul style="list-style-type: none">- Updated consumer information via HRST, AWARDS, and DocSTAR- Verified consumer's ISP and Behavioral Plan goals were documented properly	
	ŚUDDHA STUDIO, Meredith, NH <i>Lead Yoga Instructor</i>	6/2014-12/2016
	<ul style="list-style-type: none">- Coordinated with local studios for workshops and guest teaching opportunities- Practiced emotional stability throughout stressful situations- Encouragement of a healthy lifestyle by providing emotional support to practitioners with active listening, centering, motivational techniques and a deliberate physical practice	
	COMMUNITY BRIDGES, Bow, NH <i>Group Home Direct Care Support Staff</i>	9/2009-12/2011
	<ul style="list-style-type: none">- Accounted for the care of three non-ambulatory and nonverbal individuals with various genetic conditions- Advocated for the individuals during community activities and in medical settings- Maintained a sanitary and positive environment, ADL's, and transportation to extracurricular programs	
	COMMUNITY BRIDGES, Bow, NH <i>Private Direct Care Support Staff</i>	6/2007-4/2008
	<ul style="list-style-type: none">- Part of a diligent 24 hour care team for a woman experiencing progressed Multiple Sclerosis- Provided transportation to appointments and leisure activities- Authorized Medication Administrator Exam completed (score: 100%)- Assisted with daily life needs, medication administration, and regularly guided meditation techniques	
COMMUNITY WORK	THRIVE, Laconia, NH <i>Committee Member</i>	9/2016-Present
	<ul style="list-style-type: none">- Participates in collaborative effort to build program advocating importance of early childhood	
	HUMAN RIGHTS COMMITTEE, Concord, NH <i>Committee Member</i>	7/2015-12/2017
	<ul style="list-style-type: none">- Reviews and oversees Level III Behavioral plans implemented by service providers in Region IV	
	MAINSTAY: INGRAHAM INC., Portland, ME <i>Yoga Instructor</i>	2/2010-5/2010
	<ul style="list-style-type: none">- Instructed yoga to girls living in a youth safe house	

RYAN A. MARCHAND

88 Governor Wentworth Hwy, Moultonborough, NH | (603) 305-4513 | Ryanam85@gmail.com

MISSION

I'm interested in re-introducing myself into the personal care field, where I can benefit families with the professional and personal skills I've honed.

EXPERIENCE

Grocery Buyer, Sunflower Natural Foods, Laconia, NH — 2012 – present

My main duties involve purchasing all food inventory, managing interaction with distributors, and building meaningful community relationships. I am always focused on creating a comfortable space for customers to not only shop in, but learn about healthy lifestyles.

DSP, Goodwill Industries of NNE, Portland, ME — 2008 - 2012

As a Direct Support Professional balancing time between two group homes, I had many duties such as assisting with domestic tasks, finance and schedule management (bills and doctor appointments), med administration, case documentation, and community involvement/goal attainment through person-centered planning.

EDUCATION

Lakes Region Community College, Laconia, NH — Computer Technologies, 2013 - 2015

Plymouth State University, Plymouth, NH — BA, Communications, 2007

SKILLS SUMMARY

- Parent to a three-year-old, completion of Prepared Childbirth at Speare Memorial Hospital
- Various DSP trainings (CPR, CRMA, de-escalation)
- Dependability, collaboration and friendliness as a baseline in home and work life
- Excellent time and resource management skills, flexible and pragmatic problem solving
- Administrative organization with special attention to confidentiality
- Microsoft Office Suite expertise (Word, Excel, PowerPoint, Outlook, Access)

References available upon request

Jeanne Agri

PROFESSIONAL PROFILE

Versatile and experienced leader with highly developed communication skills: written, verbal and presentational. Adept in coaching and mentoring employees and colleagues as evidenced by my selection by the National Office of Head Start to serve as a mentor for new Head Start Directors. Committed to continuous improvement of activities to ensure they meet outcomes approved by the board through strategic planning, creating goal-oriented systems and conformance with all local, state and federal guidance.

WORK EXPERIENCE

Community Action Program Belknap-Merrimack Counties, Concord, NH

Executive Director

2018-present

- Assures the organization has long-range strategy which makes consistent and timely progress towards meeting the Agencies overall mission
- Responsible for the general supervision of all grant awards, ensuring that all statutory, regulatory, and /or program and financial requirements are met, that generally accepted accounting principles are applied, and that all program and financial policies and procedures are adhered to.
- Provide leadership in developing programs, organizational structures and financial systems that carry out the instructions and policies authorized by the Board
- Establish sound working relationships and cooperative arrangements with community groups, organizations and all funding sources important to the development of the agency and programs.
- See that the Board Director is kept fully informed and up to date on the condition of the organization and all important Federal, State or local requirements impacting on the Agency and/or its programs.

Southern New Hampshire Services, Manchester, NH

Education and Nutrition Operations Director

2016 - 2018

- Coordinate, manage and monitor workings of Child Development, Women Infant and Children, and Literacy Programs, as well as development of an agency wide Two-Generational Approach to services
- Formulate, improve and implement departmental and organizational policies and procedures to maximize output. Monitor adherence to rules, regulations, and procedures
- Assist in the recruitment and placement of required staff; establishment of organizational structure; delegation of tasks and accountabilities
- Supervise staff, including establishment of work schedules and monitoring and evaluating performance in partnership with Executive Director
- Assist in development of strategic plans for operational activity; implement and manage operational plans

Director of Child Development Programs

2001-2016

- Hire, coach and evaluate the performance of Program Managers, Specialists, Coordinators, Center Directors, Teachers and Head Start support staff
- Provide coaching, and learning opportunities for all employees focused on promoting, supporting and improving early development of children from the prenatal stage to five years of age using research - based practices
- Plan and implement strategic interventions with Program Managers, Specialists, Coordinators and Center Directors for sites needing administrative support and direction
- Plan, coordinate and facilitate regular leadership meetings for evaluating and strengthening systems to maintain the highest quality of services in compliance with Head Start Performance Standards
- Develop internal structures, systems, and policies supporting major content areas of Head Start program including education, health, mental health, social services, parent involvement, nutrition, disabilities, and transportation

- Collaborate with managers and internal fiscal department in the monitoring and control of component budgets; identification and interpretation of Head Start and community needs; conformance to the Performance Standards and other regulatory requirements
- Work in partnership with internal departments to support project goals and meet customer expectations
- Establish and maintain relationships and collaborations with public school districts, systems of higher education, and other community agencies and partners
- Ensure adequate systems in place to maintain the highest quality of services to children and families in compliance with Head Start Performance Standards
- Ensure consistency in service delivery across the program with attention to inclusive practices and integration of component areas; encourage continuous improvement of systems.

Quality Assurance Director/Co-Director for Child Development Programs 1999-2001

- Established and managed a robust monitoring, analysis and evaluation system with well-defined results, milestones, and targets inclusive of Continuous Quality Improvement practices
- Monitored for quality and compliance at Grantee and Delegate level
- Worked closely with program Director to review, track and assess monitoring compliance throughout program operations
- Developed and implements a written quality assurance and performance evaluation plan in conjunction with Governing Board, Policy Council
- Interpreted and evaluated a variety of information to present it in meaningful oral or written form for varied audiences and provide reliable analysis leading to sound decision-making

Area Manager /Education Manager 1997-1999

- Supervision of various Child Care sites including direct supervision of Center Directors/Site Managers
- Coordinate personal and professional development and training plans for staff and ensure teaching staff progress towards educational requirements as supported by the Performance Standards
- Documented and administered both positive and negative feedback and utilize Performance Improvement Plans when warranted.

Child Care Center Director/Site Manager 1995-1997

- Supervised, mentored, coach and administered work plans and directives to staff
- Communicated areas of performance improvement to staff and promote training that reflected individual needs of staff members and the team as a whole
- Ensure program compliance with codes of state and local licensing agencies and grant requirements

New Hampshire Technical College, Nashua, NH

Instructor 1995-1997

- Taught Child Growth & Development and assisted in curriculum development for Early Childhood Education Program
- Planned and organized instruction to maximize documented student learning
- Employed appropriate teaching and learning strategies to communicate subject matter to students
- Modified, where applicable, instructional methods and strategies to meet diverse student needs

EDUCATION

Southern New Hampshire University, Manchester, NH

Master's in Business Administration

June 2017

Notre Dame College, Manchester, NH

Bachelors of Arts in Elementary Education

1981

Elizabeth M. Hennessey

Dec. 2014-present Director, Head Start/Early Head Start/Child Care/Healthy Families America

- Responsible for all operations of high quality child development and home visiting programs for participants including prenatal mothers and children to age 5.
- Supervision of top level management team with 5 direct reports and total staff of 100 teachers, social workers, home visitors and support personnel.
- Oversight of all aspects of grants, contracts and financial management of the program budget of over \$5 million dollars.
- Resource and support to the agency governing bodies.
- Program evaluation and preparation for periodic monitoring reviews by the Office of Head Start, National Association for the Education of Young Children, NH Child Care Licensing and United States Department of Agriculture.
- Policy development and implementation
- Development of all program applications and contracts and associated budgets.
- Maintain knowledge of federal and state insurance programs for low income participants.
- Provide leadership and direction to program staff and families.

Sept. 1993-Nov. 2014 Health/Nutrition Specialist
Head Start/Early Head Start/Child Care
Community Action Program, Belknap-Merrimack Counties Inc.
Concord, New Hampshire

- Directly supervise all aspects of the Head Start/Early Head Start/Child Care program health and nutrition content areas for approximately 350 children and families.
- Develop and implement policies and procedures to ensure compliance with Federal Performance Standards and NH Child Care licensing regulations.
- On-going supervision and support of Health Services Coordinators.
- Work closely with Education/Disabilities and Family Services Specialists to ensure coordination of services to children and families.
- Organize and facilitate regular meetings of Health and Family Services Advisory Board.
- Maintain inter-agency agreement and coordinate services with WIC program.
- Oversight of USDA Child and Adult Care Food Program including annual grant application, monitoring, claim review and contract renewals.
- Ensure quality food service, training and technical assistance to menu production staff.
- Development, education and training of staff on specific health and nutrition topics.
- Oversee tracking of all health data utilizing ChildPlus software.

- Ensure children receive timely screening, assessments and follow-up medical and nutritional care.
- Support and assist families in obtaining needed services
- Complete all necessary administrative tasks and management team responsibilities.
- Cross-content and area management supervision as needed.
- Participate on state and local committees when relevant to the Head Start program.

Sept. 2003-May 2010 Consultant, Health/Nutrition/Safety/Transportation Services
Danya International Inc., Silver Spring, Maryland

- Review Head Start/Early Head Start programs throughout the United States for compliance with Federal Performance Standards.
- Independent observation of centers and classrooms.
- Write reports documenting areas of non-compliance
- Team participation in overall assessment of the quality of the programs.

Sept. 1992-Aug. 1993 School Nurse, SAU #19
Dunbarton, New Hampshire

- Supervise health services for 175 elementary school children and faculty.
- Maintain all health and immunization records to meet state requirements.
- Annual vision, hearing and health screenings for all children.
- Coordination of on-site dental and vaccine clinics.
- Development and implementation of health and safety policies.
- Administered Free and Reduced School Lunch program.
- Illness and injury assessment and daily medication administration to children.

Education: Business Administration (completed 90 credit hours)
George Mason University
Fairfax, Virginia

Bachelor of Science, Magna Cum Laude, 1988
Saint Anselm College
Manchester, New Hampshire

NH License: Registered Nurse

Member: Delta Epsilon Sigma (National Scholastic Honor Society)
Sigma Theta Tau (International Honor Society of Nursing)

Recent Continuing Education:

Psychological First Aid February 2017

Influenza: Seasonal Flu 2017-1018

Trauma & Attachment in Early Childhood, September 2017

Preventive Health Care, September 2017

Maternal-Child Health Symposium, St. Anselm College, October 2017

Exploring the Skills of Resiliency, St. Anselm College, February 2017

Wellness and Learning Conference, August 2016

NH Healthy Homes Conference, October 2015

Stopping Substance Misuse before it Start, October 2015

Adult Immunization Update, March 2014

Community Action Program Belknap-Merrimack Counties, Inc.

Department of Health and Human Services

**Home Visiting New Hampshire – Healthy Families America (HVNH-HFA)
10/01/2018 – 9/30/2020**

KEY PERSONNEL SALARIES AND ALLOCATION

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jeanne Agri	Executive Director	\$132,651	0%	\$0
Beth Hennessey	HS/EHS/CCC Director	\$68,114	0%	\$0
Anya Twarog	Mental Health/Disabilities Specialist	\$40,483	0%	\$0
Siobhan Connelly	Program Supervisor/Mgr./FAW	\$34,507	100%	\$34,507
Ryan Marchand	Home Visitor	\$35,519	100%	\$35,519

Subject: Home Visiting Services SS-2019-DPHS-05-HOMEV-07

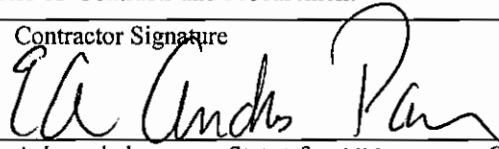
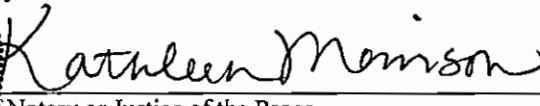
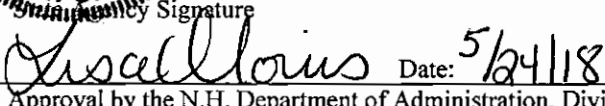
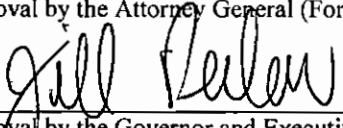
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Partnership of Strafford County		1.4 Contractor Address 642 Central Avenue Dover, NH 03820	
1.5 Contractor Phone Number Phone: (603) 435-2500 ext. 8108	1.6 Account Number 05-95-90-902010-5896-102-500731	1.7 Completion Date 09/30/2020	1.8 Price Limitation \$424,152
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Betsey Andrews Parker, Chief Executive Officer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>May 21st 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated.			
Signature of Notary Public or Justice of the Peace 			
Name and Title of Notary or Justice of the Peace Kathleen Morrison, Notary			
1.14 State Agency Signature  Date: <u>5/24/18</u>		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
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>6/4/18</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.

Contractor Initials EAP
Date 5/21/18



Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. The Vendor shall maintain appropriate records to document actual funds received or denials of funding from such public sources of funds.
- 1.3. The Contractor shall submit a detailed description of the language assistance service 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.
- 1.4. The Health Resources and Services Administration (HRSA) requires all grantees receiving funds through this program to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

"This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under X10MC29490 and X10MC31156, Maternal, Infant and Early Childhood Home Visiting Grant Program for \$2,958,820 AND \$2,982,681 respectively. This information, content, and/or conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."

- 1.5. The Contractor shall provide home visiting services as detailed in this Exhibit A, Scope of Services as follows:

Reference	Area of Service	Proposed Caseload FY 2018 (10/1/2017 - 9/30/2018)	Proposed Caseload FY 2018 (10/1/2018 - 9/30/2019)
1.5.1.	Strafford County	35 families	32 families

- 1.6. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR200.0. *et seq.*

2. Scope of Work

- 2.1. The Vendor shall provide home visiting services to pregnant women and newly parenting families with children up to age three (3), as described in the Healthy Families America Model, who fall within one (1) or more of the federal priority demographics below:

New Hampshire Department of Health and Human Services
Home Visiting New Hampshire - Healthy Families America
Exhibit A



- 2.1.1. Are first time parents.
- 2.1.2. Have low incomes; which is defined as less than one hundred eighty-five percent (<185%) of the U.S. Department of Health and Human Services (USDHHS) Poverty Guidelines.
- 2.1.3. Are less than twenty-one (21) years of age.
- 2.1.4. Have a history of child abuse or neglect, or have had interactions with child welfare services.
- 2.1.5. Have a history of substance misuse or need substance use disorder treatment.
- 2.1.6. Are users of tobacco products in the home.
- 2.1.7. Have or have had children with low student achievement.
- 2.1.8. Have children with developmental delays or disabilities.
- 2.1.9. Are in families that include individuals who are serving or have formerly served in the armed forces.
- 2.2. As part of a high-quality, evidence-based home visiting program, the Contractor shall,
 - 2.2.1. Become accredited and maintain accreditation through the Healthy Families America (HFA) model.
 - 2.2.2. Select and implement one of the following curricula:
 - 2.2.2.1. Parents as Teachers (PAT) as an annually trained "Approved User."
 - 2.2.2.2. Growing Great Kids (GGK) with certification of training.
 - 2.2.3. Collaborate with other early childhood-serving agencies, including those that provide home visiting and family support services.
 - 2.2.4. Ensure the twelve (12) critical elements that make up the essential components of the HFA Model are addressed in agency policies. For more information on HFA Best Practice Standards, see:
http://www.dhs.state.nh.us/OneNetLibrary/27896/documents/GATA_2018Grants/FCS_NOFOs/2018_2021HFABestPracticeStandardsJuly2017.pdf
 - 2.2.5. Enter personally identifiable health data for all children served under this contract into the designated Home Visiting Data System.
- 2.3. The Contractor shall identify positive ways to establish relationships with families and to keep families engaged over time.
- 2.4. The Contractor shall provide home visits conducted by nurses during the prenatal and post-partum periods, as a supplement to the Healthy Families America model.
- 2.5. The Contractor shall offer services that:
 - 2.5.1. Are comprehensive.
 - 2.5.2. Support the Family.



- 2.5.3. Support parent-child interactions.
- 2.5.4. Support child development.
- 2.6. The Contractor shall ensure all families are referred to a medical provider or other supportive services as appropriate, which may include , but are not limited to:
 - 2.6.1. Housing Support
 - 2.6.2. Transportation
 - 2.6.3. Playgroups
 - 2.6.4. Breast Feeding Support
 - 2.6.5. Nutrition Support
- 2.7. The Contractor shall obtain all necessary authorizations for release of information. All forms developed for authorization for release of information must be approved by the Department prior to their use.
- 2.8. The Contractor shall coordinate, where possible, with other local service providers including, but not limited to:
 - 2.8.1. Health care providers.
 - 2.8.2. Social workers.
 - 2.8.3. Early interventionists.
- 2.9. The Contractor shall create and consult with a broadly-based advisory/governing group for the planning, implementation, and assessment of site related activities.

3. Staffing Requirements

- 3.1. The Contractor shall ensure staff possesses characteristics necessary to building trusting, nurturing relationships, and engaging families with different cultural values and beliefs than their own.
- 3.2. The Contractor shall hire staff in accordance with the requirements of the HFA Model Standards.
- 3.3. The Contractor shall provide home visiting staff with ongoing, reflective supervision in accordance with the requirements of the HFA Model Standards so staff is able to develop realistic and effective plans to empower families.
- 3.4. The Contractor shall ensure that direct service staff supervisors have a solid understanding of and experience in supervising and motivating staff, as well as providing support to staff in stressful work environments.
- 3.5. The Contractor shall ensure that supervisors meet the minimum qualifications outlined in the HFA Model Standards.
- 3.6. The Contractor shall ensure that program managers have the necessary qualifications as outlined in the HFA Model Standards.
- 3.7. The Contractor shall ensure that registered nurses (RN's) have a current license to practice in accordance with RSA 326-B and a minimum of two (2) years of experience in maternal and child health nursing.



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- 3.8. The Contractor shall designate a liaison for all programmatic correspondence between the Department and the Vendor for matters including, but not limited to:
 - 3.8.1. Program announcements.
 - 3.8.2. Clinical updates.
 - 3.8.3. Reporting changes.
 - 3.8.4. Errors.
 - 3.8.5. Requests.
 - 3.9. The Contractor shall ensure that HFA staff attend meetings and training required by the Department, including, but not limited to:
 - 3.9.1. Maternal Children and Health Section (MCH) Maternal, Infant, and Early Child Home Visiting (MIECHV) Coordinators Meetings
 - 3.9.2. MIECHV staff training
 - 3.10. The Contractor shall ensure that staff completes basic training in accordance with HFA Model Standards including, but not limited to:
 - 3.10.1. Cultural competency.
 - 3.10.2. Reporting child abuse.
 - 3.10.3. Determining the safety of the home.
 - 3.10.4. Managing crisis situations.
 - 3.10.5. Responding to mental health, substance misuse, and/or interpersonal violence issues.
 - 3.10.6. Substance-exposed infants.
 - 3.10.7. Services available in the community.

4. Reporting and Deliverable Requirements

- 4.1. The Contractor shall submit a report of caseload analysis (See Exhibit A-1, Caseload and Capacity Analysis) each month.
- 4.2. The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation.
- 4.3. The Contractor shall, for the purposes of program evaluation and federal reporting, enter personally identifiable health data for all program participants into the Home Visiting Data System.
- 4.4. The Contractor shall submit a quarterly report outlining the program activities and achievement of stated outcomes.
- 4.5. The Contractor shall submit an annual report to the Department that includes, but is not limited to:
 - 4.5.1. Information regarding accomplishments and challenges for the program.
 - 4.5.2. Systemic barriers.
 - 4.5.3. Action plans to address barriers.



- 4.5.4. Family satisfaction survey results.
- 4.6. The Contractor shall submit all quarterly reports to the Department no later than the fifteenth (15th) day of the month following the reporting period of each contract year, with the first report due by October 15, 2018.
- 4.7. The Contractor shall submit annual reports by July 31st of each contract year, with the first report due on July 31, 2019.

5. Work Plan

- 5.1. The Contractor shall evaluate the progress of program participants as well as the performance of the programs and services provided.
- 5.2. The Contractor shall submit a Work Plan (See Exhibit A-2 Work Plan Template) that includes, but is not limited to:
- 5.2.1. Input/resources.
 - 5.2.2. Activities/action plan.
 - 5.2.3. Performance measures.
 - 5.2.4. Continuous Quality Improvement (CQI) activities.
 - 5.2.5. Brief narrative describing strategies for CQI.

6. Performance Measures

- 6.1. All measures, consider services provided within the scope of this MCH contract during State Fiscal year 2019, July 1, 2018– June 30, 2019. Measures may be modified to reflect updates after October 1, 2018 to reflect new Federal updates.

6.1.1. Performance Measure #1

Home Visiting New Hampshire-Healthy Families America (HVNH-HFA) HFA Standard 7-5.B

Measure: 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.

Goal: All post-partum women enrolled in HFA will receive this formal, validated screening for depression at the optimal time.

Definition: **Numerator-** Of those in the denominator, the number of women that received an Edinburgh Postnatal Depression Scale screening by 3 months postpartum

Denominator- The total number of women in the program who reached three (3) months post-partum during the reporting period and were enrolled prior to 3 months after the birth of their baby.

Data Source: HVNH-HFA Data Records



6.1.2. Performance Measure #2

HVNH-HFA Performance Measure #2 (Retention Report)

HFA Standard 3-4.A

Measure: Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline¹.

Goal: Families stay connected and maintain involvement with HFA services.

Definition: **Numerator-** Of those in the denominator, the number of families that remained in HFA services at least 6 months.

Denominator- The number of families who received a first home visit during the period for:

Quarter 1- 10/1/2017- 12/31/2017

Quarter 2 -1/1/2018 – 3/31/2018

Quarter 3 -4/1/2018 – 6/30/2018

Quarter 4 -7/1/2018 – 9/30/2018

Data Source: HVNH-HFA Data Records, HFA methodology for measuring retention rates

6.1.3. Performance Measure #3

HVNH-HFA Performance Measure #3

HFA Standards 6-5.B and 6-6.B

Measure: 90% of target children are referred for further evaluation after scoring below the "cutoff" on the ASQ-3. Children already receiving developmental services should not be screened.

Goal: All children served who are determined to be at risk for developmental delays, and are not already receiving developmental services, will receive a referral for further evaluation or services. (If a family declines a referral this should be documented in the family's file and the Family Support Specialist shall continue efforts to advocate for accessing developmental services).

Definition: **Numerator-** Of those in the denominator, the number of children that received follow-up health care when determined necessary by a formal, validated developmental screening (ASQ-3).

Denominator- The total number of children served in HFA in the past fiscal year who received at least one ASQ-3 in which they scored below the cutoff.

Data Source: HVNH-HFA Data Records, and ASQ-3, results.

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6.1.4. Performance Measure #4
HVNH-HFA PROCESS Measure
HFA Standard 12-1.B

Measure: All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.

Goal: Service providers receive ongoing, effective supervision so they are able to develop realistic and effective plans to empower families.

Definition: **Numerator-** Of those in the denominator, the number of direct service staff who received 75% of required weekly individual supervision for a minimum of 1.5 hours for full time (.75 to 1.0 FTE) and 1 hour for part time staff (less than .75 FTE).

Denominator- The number of direct service staff/home visitors employed in the HFA Program during quarter.

Data Source: HVNH-HFA Data Records

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Caseload and Capacity Analysis

1. Per Exhibit A, Scope of Services the Contractor shall submit a report of caseload analysis each month.
2. Caseload and Capacity Analysis shall be submitted via Microsoft Excel Workbook, provided by the Department; in accordance with the samples illustrated below:

2.1.1. Instructions Worksheet

CASELOAD AND CAPACITY ANALYSIS - to be completed for each month of the contract period

INTRODUCTION & NOTES:
 This Excel tool has been adapted to streamline the caseload and capacity analysis and reporting processes, for both the Local Implementing Agency and the State Team, and to standardize the way metrics are calculated across all LIAs. Please do not copy this workbook to use next month. Instead, open the file named for monthly data you are reporting (i.e., in early January, use the file named "2018 12" to report December 2018 data). Please do not change the name of the file when emailing the report to NH DHHS.

USE:
 If your home visitors changed during the reporting month (i.e., home visitors were added to roster or lost) please see the IMA, FAWC instructions, below.
 1. Click on a home visitor worksheet (HV) tab, below. Enter the home visitor's information into the GREEN CELLS only: their Name, # hours per week paid by HFA, and % of HFA time as a
 2. Enter the number of families on each level that the home visitor saw in the reporting month.
 3. Repeat Steps 1-2 for each home visitor allocated to HFA Home Visiting during the month, in the separate tabs provided.
 4. If you have a home visitor position that is currently vacant, please indicate this using "RECRUITMENT" instead of the home visitor's name.
 5. Click the "Capacity Analysis" worksheet tab to review the analysis for your Local Implementing Agency this month.
 NOTE: to optimize your case-assignment planning, use next month's workbook to model your family and case-weight numbers, and see what your performance results will be!

PLEASE FOLLOW IF YOUR FAMILY SERVICES WORKERS CHANGED IN THE REPORTING MONTH:

MAINTENANCE:
 If your HFA home visiting staff changed, but the number of HFA home visitors did not exceed 5, simply change the "Name of staff member" in Cell B2. Return to **USE** Step 1.
 If the number of HFA home visitors during the reporting month was greater than 5, contact the State Team for technical assistance, OR:
 1. Duplicate the last FSW worksheet tab (right-click, select "move or copy", click box "create a copy", move to "before Capacity Analysis")
 2. Update formulas in the Capacity Analysis worksheet tab to include the new FSW worksheet:
 a. # families served, per case weight category (cells E3:I3)
 b. % of monthly home visitor capacity utilized (cells E7, F7)
 c. Service Utilization % (cells, E10, F10)

Notes:
 The # of hours paid should be the salaried or expected contracted hours for HFA only, regardless of vacation days, out of office, sick, etc.
 The % of time spent home visiting should be the % of time - of the HFA hours recorded above - doing home visiting work. For FSWs who are NOT also doing FAW work, the % will be 100%.
 Once the green cells are filled, all orange fields and the Capacity Analysis worksheet will auto-calculate for the individual home visitors and for your LIA.
 If the total number of families or the total weighted caseload is above the maximum, the corresponding field will turn red.

2.1.2. Home Visitor Worksheet

Month for Caseload Analysis	July 2018				Permanent Special Circumstances (PSC) families should be captured above at their level, AND in this section if they have any of the following: need an interpreter, have multiple births (twins, triplets, etc.), have significant additional travel time, or a child with special							
					# of families with additional caseweight due to PSCs							
Levels	Description	Number of Families on Level	Weight	Weighted Caseload per Level	0.5	1	1.5	2	2.5	3	Extra Case Weight	
Level 2P	Prenatal - visits every other week during first and second	2.00	0	0							0	
Level 1P	Prenatal - visits every week in third trimester (or earlier if	2.00	0	0							0	
Level 1	First 6 months after birth or enrollment - visits every week	2.00	0	0							0	
Level 2	Visits every other week	1.00	0	0							0	
Level 3	Visits once per month	0.50	0	0							0	
Level 1SS	Crisis Intervention - visits weekly, or more if needed	3.00	0	0							0	
Level 4	Visits once per quarter	0.25	0	0							0	
Creative Outreach (CO) Creative Outreach (CO) is for families that completed at least one home visit but became disengaged.												
Level CO1	CO families are given the same caseweight they had prior to going on CO, to ensure space if re-engaged.	2.00	0	0							not applicable	
Level CO2		1.00	0	0								
Level CO3		0.50	0	0								
Temporary Assignments (TO, TR) Temporarily Out of Area (TO): for up to 3 months, families are given the same case-weight they had prior to going on CO, to ensure space if re-engaged.												
Level TO1		2.00	0	0								
Level TO2		1.00	0	0								
Level TO3		0.50	0	0								
Level TR	Temporary Re-Assignment (TR): for up to 3 months, families accept voluntary re-assignment to another FSW due to leave of	0.50	0	0								
		Actual totals	0	0	Total additional PSC caseweights							0
		Maximum for fidelity	0	0								0
HFA CAPACITY CALCULATION					#DIV/0!							
FSW Contribution to HRS/CAPACITY CALCULATION					#DIV/0!							



2.1.3. Capacity Analysis Worksheet

LIA MONTHLY CAPACITY ANALYSIS						
Case-Weight Categories:						
	3	2	1	0.5	0.25	Total
# Families Served per category	0	0	0	0	0	0
# Funded						
% of Monthly HV Capacity Utilized						
	HFA %	HRSA %	Difference			
	#DIV/OI	#DIV/OI	#DIV/OI			
Service Utilization						
	Prenatal	Level 1-4	Temporary	Permanent		
	0	0	0	0		

Families in Case-Weight Categories

Category	Families
3	0
2	0
1	0
0.5	0
0.25	0
Total	0

LIA Capacity Utilized, All FSWs

Category	Capacity Utilized
0%	0%
0%	0%

Service Utilization

Category	Utilization
Prenatal	0
Level 1-4	0
Temporary Circumstances (SS, CO, TO, TR)	0
Permanent Special Circumstances	0

Exhibit A-2
 Maternal and Child Health Title V Healthy Families America Work plan Report
 July 1, 2018 – June 30, 2019

AGENCY NAME: _____

SERVICE AREA: _____

WORKPLAN COMPLETED BY: _____

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #1 (HFA Standard 7-5.B): 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.	
	EVALUATION ACTIVITIES	SFY 19 Target <u>70%</u> Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

Exhibit A-2
 Maternal and Child Health Title V Healthy Families America Work plan Report
 July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #2 (HFA Standard 3-4.A): Increase the percent of families who remain enrolled in HFA for at least 6 months. FY 17 average baseline = SFY 19 Target <u>Site enters target here based on prior FY performance</u> _____	
	EVALUATION ACTIVITIES		
		Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____ _____	

Exhibit A-2
 Maternal and Child Health Title V Healthy Families America Work plan Report
 July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #3 (HFA Standard 6-7.A): 90% of children receive further evaluation (or services) after scoring below the "cutoff" on the ASQ-3. SFY 19 Target <u>90%</u>	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____	
		Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____	
		Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____	
		Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

**Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		PROCESS Measure: (HFA Standard 12-1.B) All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	



Exhibit B Method and Conditions Precedent to Payment

1. This Contract is funded with federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) # 93.870 (<https://www.cfda.gov>), U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibit B-1, Budget, Exhibit B-2, Budget and Exhibit B-3 Budget.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov
 - 4.4. Expenditure detail should be included with submission of the invoice.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items within the price limitation of Exhibits B-1, B-2 and B-3 Budget, can be made by written agreement of both parties without further approval of the Governor and Executive Council.

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New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Community Action Partnership of Stafford County

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Costs			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 105,953.00	\$ -	\$ 105,953.00	\$ -	\$ -	\$ -	\$ 105,953.00	\$ -	\$ 105,953.00
2. Employee Benefits	\$ 26,000.00	\$ -	\$ 26,000.00	\$ -	\$ -	\$ -	\$ 26,000.00	\$ -	\$ 26,000.00
3. Consultants	\$ 480.00	\$ -	\$ 480.00	\$ -	\$ -	\$ -	\$ 480.00	\$ -	\$ 480.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,307.50	\$ -	\$ 3,307.50	\$ -	\$ -	\$ -	\$ 3,307.50	\$ -	\$ 3,307.50
6. Travel	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
7. Occupancy	\$ 4,200.00	\$ -	\$ 4,200.00	\$ -	\$ -	\$ -	\$ 4,200.00	\$ -	\$ 4,200.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 6,700.00	\$ -	\$ 6,700.00	\$ -	\$ -	\$ -	\$ 6,700.00	\$ -	\$ 6,700.00
Postage	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ 150.00
Subscriptions	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -	\$ 4,500.00
Audit and Legal	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
Insurance	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
11. Staff Education and Training	\$ 2,980.00	\$ -	\$ 2,980.00	\$ -	\$ -	\$ -	\$ 2,980.00	\$ -	\$ 2,980.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Translator	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Indirect	\$ -	\$ 26,141.50	\$ 26,141.50	\$ -	\$ -	\$ -	\$ -	\$ 26,141.50	\$ 26,141.50
TOTAL	\$ 162,370.60	\$ 26,141.50	\$ 188,512.00	\$ -	\$ -	\$ -	\$ 162,370.60	\$ 26,141.50	\$ 188,512.00

Indirect As A Percent of Direct

16.1%

Vendor Initials: *EAP*
 Date: *5/21/18*

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Community Action Partnership of Stafford County

Budget Request for: Home Visiting

Budget Period: July 1, 2019 - June 30, 2020 (SFY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 105,953.00	\$ -	\$ 105,953.00	\$ -	\$ -	\$ -	\$ 105,953.00	\$ -	\$ 105,953.00
2. Employee Benefits	\$ 28,000.00	\$ -	\$ 28,000.00	\$ -	\$ -	\$ -	\$ 28,000.00	\$ -	\$ 28,000.00
3. Consultants	\$ 480.00	\$ -	\$ 480.00	\$ -	\$ -	\$ -	\$ 480.00	\$ -	\$ 480.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,307.50	\$ -	\$ 3,307.50	\$ -	\$ -	\$ -	\$ 3,307.50	\$ -	\$ 3,307.50
6. Travel	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
7. Occupancy	\$ 4,200.00	\$ -	\$ 4,200.00	\$ -	\$ -	\$ -	\$ 4,200.00	\$ -	\$ 4,200.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 6,700.00	\$ -	\$ 6,700.00	\$ -	\$ -	\$ -	\$ 6,700.00	\$ -	\$ 6,700.00
Postage	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ 150.00
Subscriptions	\$ 4,500.00	\$ -	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500.00	\$ -	\$ 4,500.00
Audit and Legal	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
Insurance	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
11. Staff Education and Training	\$ 2,980.00	\$ -	\$ 2,980.00	\$ -	\$ -	\$ -	\$ 2,980.00	\$ -	\$ 2,980.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
translator	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
indirect	\$ -	\$ 26,141.50	\$ 26,141.50	\$ -	\$ -	\$ -	\$ -	\$ 26,141.50	\$ 26,141.50
TOTAL	\$ 162,370.50	\$ 26,141.50	\$ 188,512.00	\$ -	\$ -	\$ -	\$ 162,370.50	\$ 26,141.50	\$ 188,512.00

Indirect As A Percent of Direct

16.1%

Vendor Initials: *EAP*
 Date: *5/21/18*

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Community Action Partnership of Strafford County

Budget Request for: Home Visiting

Budget Period: July 1, 2020 - September 30, 2020 (3 Months of SFY 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 26,490.00	\$ -	\$ 26,490.00	\$ -	\$ -	\$ -	\$ 26,490.00	\$ -	\$ 26,490.00
2. Employee Benefits	\$ 6,500.00	\$ -	\$ 6,500.00	\$ -	\$ -	\$ -	\$ 6,500.00	\$ -	\$ 6,500.00
3. Consultants	\$ 120.00	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ 120.00	\$ -	\$ 120.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 827.75	\$ -	\$ 827.75	\$ -	\$ -	\$ -	\$ 827.75	\$ -	\$ 827.75
6. Travel	\$ 1,752.00	\$ -	\$ 1,752.00	\$ -	\$ -	\$ -	\$ 1,752.00	\$ -	\$ 1,752.00
7. Occupancy	\$ 1,050.00	\$ -	\$ 1,050.00	\$ -	\$ -	\$ -	\$ 1,050.00	\$ -	\$ 1,050.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,677.00	\$ -	\$ 1,677.00	\$ -	\$ -	\$ -	\$ 1,677.00	\$ -	\$ 1,677.00
Postage	\$ 30.00	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ 30.00	\$ -	\$ 30.00
Subscriptions	\$ 1,125.00	\$ -	\$ 1,125.00	\$ -	\$ -	\$ -	\$ 1,125.00	\$ -	\$ 1,125.00
Audit and Legal	\$ 102.00	\$ -	\$ 102.00	\$ -	\$ -	\$ -	\$ 102.00	\$ -	\$ 102.00
Insurance	\$ 102.00	\$ -	\$ 102.00	\$ -	\$ -	\$ -	\$ 102.00	\$ -	\$ 102.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 20.00	\$ -	\$ 20.00	\$ -	\$ -	\$ -	\$ 20.00	\$ -	\$ 20.00
11. Staff Education and Training	\$ 747.00	\$ -	\$ 747.00	\$ -	\$ -	\$ -	\$ 747.00	\$ -	\$ 747.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
translator	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
indirect	\$ -	\$ 6,535.25	\$ 6,535.25	\$ -	\$ -	\$ -	\$ -	\$ 6,535.25	\$ 6,535.25
TOTAL	\$ 40,592.75	\$ 6,535.25	\$ 47,128.00	\$ -	\$ -	\$ -	\$ 40,592.75	\$ 6,535.25	\$ 47,128.00

Indirect As A Percent of Direct

16.1%

Vendor Initials: *EAP*
Date: *5/21/18*



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;

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- 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.

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New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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

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

16. **Equal Employment Opportunity Plan (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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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REVISIONS TO GENERAL PROVISIONS

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



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)

10 Cold Spring Manor, Rochester, NH 03867

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

Contractor Name:

5/21/18
Date

Betsy Andrews Parker
Name: Betsy Andrews Parker
Title: Chief Executive Officer



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

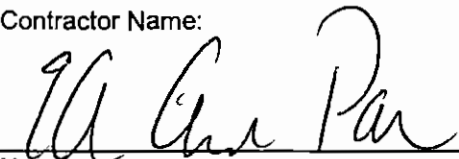
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

5/21/18
Date

Contractor Name:

Name: Betsey Andrews Parker
Title: Chief Executive Officer



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (i)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

5/21/18
Date

Contractor Name:
Betsey Andrews Parker
Name: Betsey Andrews Parker
Title: Chief Executive Officer



**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

EMP

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

5/21/18

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:

5/21/18
Date

Betsy Andrews Parker
Name: Betsy Andrews Parker
Title: Chief Executive Officer

Exhibit G

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

Contractor Initials EAP

Date 5/21/18



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:

5/21/18
Date

Betsy Andrews Parker
Name: Betsy Andrews Parker
Title: Chief Executive Officer



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (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

EMP

5/21/18



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.

Department of Health and Human Services

The State

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

5/24/18
Date

Community Action Partnership of Strafford County

Name of the Contractor

Betsy Andrews Parker
Signature of Authorized Representative

Betsy Andrews Parker
Name of Authorized Representative

Chief Executive Officer
Title of Authorized Representative

5/21/18
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.

5/21/18
Date

Contractor Name:

Name: Betsey Andrews Parker
Title: Chief Executive Officer

Contractor Initials Gap
Date 5/21/18

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 099356586
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: _____



DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

EAP



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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



Exhibit K

DHHS Information Security Requirements

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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5/21/18



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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5/21/18

State of New Hampshire

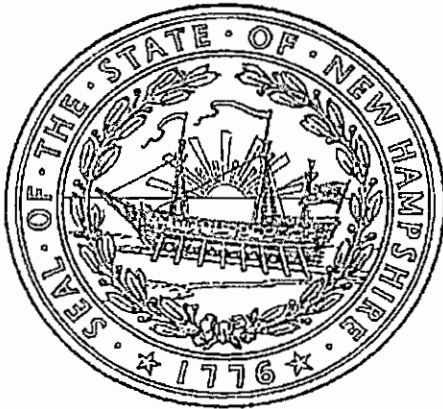
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 25, 1965. 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: 65583

Certificate Number : 0004077629



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jean Miccolo, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Community Action Partnership of Strafford County.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on November 15, 2017:
(Date)

RESOLVED: That the Betsey Andrews Parker, Chief Executive Officer
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 21st day of May, 2018.
(Date Contract Signed)

4. Betsey Andrews Parker is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jean L. Miccolo
(Signature of the Elected Officer)

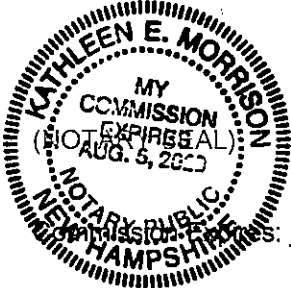
STATE OF NEW HAMPSHIRE

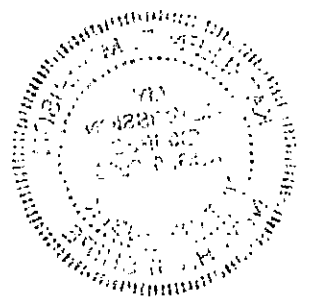
County of Strafford

The forgoing instrument was acknowledged before me this 21st day of May, 2018,

By Jean Miccolo
(Name of Elected Officer of the Agency)

Kathleen Morrison
(Notary Public/Justice of the Peace)







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2018

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 CGI Business Insurance 171 Londonderry Turnpike Hooksett NH 03106	CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (866)841-4600 E-MAIL ADDRESS: tdavis@cgibusinessinsurance.com	FAX (A/C, No): (603)622-4618
	INSURER(S) AFFORDING COVERAGE	
INSURED Community Action Partnership of Strafford County, DBA: Strafford CAP PO Box 160 Dover NH 03821-1060	INSURER A: Hanover Insurance Company NAIC #: 22292	
	INSURER B: Eastern Alliance Insurance Group	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 17-18 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZHVA192135	12/31/2017	12/31/2018	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included Professional Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWVA156930	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ NIL			UHVA192136	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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/A			01-0000133794-00	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Property			ZHVA192135	12/31/2017	12/31/2018	Blanket Limit \$900,150

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

Workers Comp: 3A State: NH

CERTIFICATE HOLDER**CANCELLATION**

DHHS, State of NH
 Contracts and Procurement
 129 Pleasant St
 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

(Signature)

MISSION

To educate, advocate and assist people
in Strafford County to help meet
their basic needs and promote
self-sufficiency



VISION

Working to eliminate poverty in
Strafford County

Financial Statements

COMMUNITY ACTION PARTNERSHIP OF
STRAFFORD COUNTY

**FOR THE YEARS ENDED
DECEMBER 31, 2016 AND 2015
AND
INDEPENDENT AUDITORS' REPORTS**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

DECEMBER 31, 2016 AND 2015

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To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2016 and 2015, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended December 31, 2016.

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.

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' 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 Community Action Partnership of Strafford County as of December 31, 2016 and 2015, and its cash flows for the years then ended, and the changes in its net assets for the year ended December 31, 2016 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Action Partnership of Strafford County's 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated June 1, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated August 15, 2017, on our consideration of Community Action Partnership of Strafford County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Partnership of Strafford County's internal control over financial reporting and compliance.

*Leone, Mc Donnell & Roberts
Professional Association*

August 15, 2017
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 517,916	\$ 713,900
Accounts receivable	1,199,955	714,329
Inventory	8,724	8,724
Prepaid expenses	<u>19,677</u>	<u>1,300</u>
Total current assets	<u>1,746,272</u>	<u>1,438,253</u>
NONCURRENT ASSETS		
Security deposits	24,140	24,667
Property, net of accumulated depreciation	927,051	478,424
Other noncurrent assets	<u>12,500</u>	<u>12,500</u>
Total noncurrent assets	<u>963,691</u>	<u>515,591</u>
TOTAL ASSETS	<u>\$ 2,709,963</u>	<u>\$ 1,953,844</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Demand note payable	\$ 72,673	\$ 73,401
Accounts payable	363,064	82,925
Accrued payroll and related taxes	141,753	121,014
Accrued compensated absences	79,490	81,878
Refundable advances	438,285	467,356
Other current liabilities	<u>-</u>	<u>24,399</u>
Total liabilities	<u>1,095,265</u>	<u>850,973</u>
NET ASSETS		
Unrestricted		
Undesignated	1,204,103	686,961
Board designated	<u>307,315</u>	<u>307,315</u>
Total unrestricted	1,511,418	994,276
Temporarily restricted	<u>103,280</u>	<u>108,595</u>
Total net assets	<u>1,614,698</u>	<u>1,102,871</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,709,963</u>	<u>\$ 1,953,844</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
CHANGE IN NET ASSETS				
REVENUES AND OTHER SUPPORT				
Grant revenue	\$ 7,531,691	\$ -	\$ 7,531,691	\$ 7,098,408
Fees for service	258,396	-	258,396	334,257
Rent revenue	11,718	-	11,718	11,005
Public support	180,609	35,620	216,229	211,809
In-kind donations	577,850	-	577,850	649,898
Interest	1,312	-	1,312	128
Fundraising	64,282	-	64,282	56,979
Other revenue	3,091	-	3,091	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues and support	8,628,949	35,620	8,664,569	8,362,484
NET ASSETS RELEASED FROM RESTRICTIONS	<hr/> 40,935	<hr/> (40,935)	<hr/> -	<hr/> -
Total revenues, support, and net assets released from restrictions	<hr/> 8,669,884	<hr/> (5,315)	<hr/> 8,664,569	<hr/> 8,362,484
EXPENSES				
Program services				
Child services	3,812,180	-	3,812,180	3,693,205
Community services	606,156	-	606,156	712,557
Energy assistance	2,135,921	-	2,135,921	2,120,534
Housing	374,836	-	374,836	347,367
Weatherization	247,856	-	247,856	286,121
Workforce development	178,651	-	178,651	264,408
	<hr/>	<hr/>	<hr/>	<hr/>
Total program services	7,355,600	-	7,355,600	7,424,192
Supporting activities				
Management and general	732,223	-	732,223	846,980
Fundraising	64,919	-	64,919	57,682
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenses	8,152,742	-	8,152,742	8,328,854
CHANGE IN NET ASSETS BEFORE LOSS ON SALE OF ASSETS	<hr/> 517,142	<hr/> (5,315)	<hr/> 511,827	<hr/> 33,630
LOSS ON SALE OF ASSETS	<hr/> -	<hr/> -	<hr/> -	<hr/> (36,431)
CHANGE IN NET ASSETS	<hr/> 517,142	<hr/> (5,315)	<hr/> 511,827	<hr/> (2,801)
NET ASSETS, BEGINNING OF YEAR	<hr/> 994,276	<hr/> 108,595	<hr/> 1,102,871	<hr/> 1,105,672
NET ASSETS, END OF YEAR	<hr/> \$ 1,511,418	<hr/> \$ 103,280	<hr/> \$ 1,614,698	<hr/> \$ 1,102,871

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 511,827	\$ (2,801)
Adjustment to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	53,517	43,903
Loss on sale of assets	-	36,431
(Increase) decrease in assets:		
Accounts receivable	(485,626)	55,737
Inventory	-	30
Prepaid expenses	(18,377)	10,286
Security deposits	527	(5,466)
Increase (decrease) in liabilities:		
Accounts payable	280,139	(43,138)
Accrued payroll and related taxes	20,739	842
Accrued compensated absences	(2,388)	3,724
Refundable advances	(29,071)	(23,778)
Other current liabilities	(24,399)	24,262
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>306,888</u>	<u>100,032</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(502,144)	(130,646)
Proceeds from sale of property and equipment	-	7,334
NET CASH USED IN INVESTING ACTIVITIES	<u>(502,144)</u>	<u>(123,312)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of demand note payable	(728)	(7,334)
NET CASH USED IN FINANCING ACTIVITIES	<u>(728)</u>	<u>(7,334)</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	(195,984)	(30,614)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>713,900</u>	<u>744,514</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 517,916</u>	<u>\$ 713,900</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 3,322</u>	<u>\$ 3,448</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Child Services</u>	<u>Community Services</u>	<u>Energy Assistance</u>	<u>Housing</u>	<u>Weatherization</u>
Payroll	\$ 1,918,154	\$ 189,295	\$ 302,471	\$ 100,473	\$ 44,317
Payroll taxes	176,026	15,961	26,048	8,834	3,552
Fringe benefits	169,391	22,283	36,680	10,177	5,743
Weatherization material, fuel and client assistance	61,318	11,081	1,683,477	177,707	171,141
In-kind expenses	373,816	190,623	-	6,130	7,281
Consultants and contract labor	261,548	3,379	5,795	21,568	745
Consumable supplies	165,261	69,043	11,021	233	856
Repairs and maintenance	46,428	13,457	9,597	7,662	561
Rent	213,171	13,529	20,399	4,567	4,756
Insurance	102,449	6,003	2,364	5,886	2,716
Utilities	123,448	6,134	11,921	16,771	1,947
Meetings, events and training	77,547	13,534	2,929	1,808	789
Travel	58,873	8,342	3,773	5,128	744
Depreciation	24,257	22,923	-	3,733	284
Copying and postage	7,731	8,446	15,600	54	1,031
Equipment and computer	15,691	1,527	2,586	222	123
Retirement	12,307	1,291	913	1,434	1,270
Indirect costs	-	-	-	-	-
Interest expense	-	3,322	-	-	-
Property taxes	-	-	-	2,449	-
Other program support	4,764	5,983	347	-	-
	<u>4,764</u>	<u>5,983</u>	<u>347</u>	<u>-</u>	<u>-</u>
Total expenses	<u>\$ 3,812,180</u>	<u>\$ 606,156</u>	<u>\$ 2,135,921</u>	<u>\$ 374,836</u>	<u>\$ 247,856</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Community Action Partnership of Strafford County (the Agency) is a 501(c)(3) private New Hampshire non-profit organization established under the provisions of the Equal Opportunity Act of 1964. Without services provided by the Agency, many local residents would be without a means to provide for their basic needs, including food, education, child care, utilities assistance, transportation, housing, emergency shelter and access to other services. The mission of the Agency is to educate, advocate and assist people in Strafford County to help meet their basic needs and promote self-sufficiency. The vision of the Agency is to eliminate poverty in Strafford County through compassion, education, self-sufficiency, transparency, accountability, team work, client focus and professionalism.

In addition to its administrative office located in Dover, the Agency maintains its outreach capacity by operating program offices in Farmington, Milton, Rochester, Dover and Somersworth. The Agency is funded by Federal, state, county and local funds, as well as United Way grants, public utilities, foundation and charitable grant funds, fees for service, private business donations, and donations from individuals. The Agency is governed by a tripartite board of directors made up of elected officials, community leaders from for-profit and non-profit organizations and residents who are low income. The board is responsible for assuring that the Agency continues to assess and respond to the causes and conditions of poverty in its community, achieve anticipated family and community outcomes, and remain administratively and fiscally sound. The Agency administers a wide range of coordinated programs to more than 15,000 people annually, and the programs are designed to have a measureable impact on poverty and health status among the most vulnerable residents: those under the age of 6, the elderly and those living in poverty. This coordinated approach is accomplished by providing a broad array of services that are locally defined, planned and managed with community agencies.

Basis of Accounting

The financial statements have been prepared using the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

Financial Statement Presentation

The financial statement presentation follows the recommendations of the Accounting Standard Codification No. 958-210, *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958-210, the Agency 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. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Agency.

Permanently Restricted: Net assets reflecting the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

At December 31, 2016 and 2015 the Agency had unrestricted and temporarily restricted net assets.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are performed or expenditures are incurred.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Agency reports the support as unrestricted.

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

Fair Value of Financial Instruments

Accounting Standard Codification No. 825, "Financial Instruments," requires the Agency to disclose estimated fair value for its financial instruments. The carrying amounts of cash, investments, accounts receivable, prepaid expenses, inventory, accounts payable, accrued expenses, and refundable advances approximate fair value because of the short maturity of those instruments.

Inventory

Inventory materials are fixtures for installation and recorded at cost or contributed value, using the first-in, first-out method.

Property and Depreciation

Property and equipment, which have a cost greater than \$5,000, are capitalized at cost or, if donated, at the approximate fair value at the date of donation. Specific grants and awards may have a threshold lower than this amount and that program will abide by those guidelines. Assets are depreciated over their estimated useful lives using the straight-line method as follows:

Buildings and improvements	15 - 40 years
Furniture, equipment and machinery	3 - 10 years
Vehicles	5 - 7 years

Depreciation expense aggregated \$53,517 and \$43,903 for the years ended December 31, 2016 and 2015, respectively.

Accrued Earned Time

The Agency has accrued a liability of \$79,490 and \$81,878 at December 31, 2016 and 2015, respectively, for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes

The Agency is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Agency to be other than a private foundation. The Agency is also exempt from the New Hampshire Business Enterprise Tax.

Accounting Standard Codification No. 740, "Accounting for Income Taxes", establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Agency's tax position taken on its information returns for the years 2013 through 2016, and has concluded that no additional provision for income taxes is necessary in the Agency's financial statements.

Cash and Cash Equivalents

The Agency considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Use of Estimates

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising Expenses

The Agency expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2016 and 2015 amounted to \$21,352 and \$15,799, respectively.

In-kind Donations

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$322,524 and \$268,238 for the years ended December 31, 2016 and 2015, respectively.

The Agency also receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$49,673 and \$131,488 for the years ended December 31, 2016 and 2015, respectively.

The Agency also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$159,190 and \$46,463, respectively, for the year ended December 31, 2016. For the year ended December 31, 2015, the estimated fair value of these food commodities and goods was determined to be \$136,081 and \$96,644, respectively.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

NOTE 2. PROPERTY

As of December 31, 2016 and 2015, property consisted of the following:

	<u>2016</u>	<u>2015</u>
Land, buildings and improvements	\$ 926,666	\$ 430,128
Furniture, equipment and machinery	522,213	522,213
Vehicles	249,779	249,779
Construction in progress	<u>5,607</u>	<u>-</u>
Total	1,704,265	1,202,120
Less accumulated depreciation	<u>777,214</u>	<u>723,696</u>
Net property	<u>\$ 927,051</u>	<u>\$ 478,424</u>

NOTE 3. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at December 31, 2016 and 2015. The Agency has no policy for charging interest on overdue accounts.

NOTE 4. PLEDGED ASSETS

As described in Note 5, all assets of the Agency are pledged as collateral under the Agency's demand note payable agreement.

NOTE 5. DEMAND NOTE PAYABLE

The Agency has available a revolving line of credit with a bank in the amount of \$250,000. The note is payable upon demand, but in the absence of demand, is due on November 30, 2017. Interest is stated at the prime rate plus 1% which result in an interest rate of 4.75% and 4.50% at December 31, 2016 and 2015, respectively. The note is collateralized by all the assets of the Agency.

NOTE 6. TEMPORARILY RESTRICTED NET ASSETS

At December 31, 2016 and 2015, the Agency had \$103,280 and \$108,595 in net assets temporarily restricted by donor-imposed use restrictions, respectively.

NOTE 7. LEASE COMMITMENTS

Facilities occupied by the Agency for its community service programs are rented under the terms of various operating leases. For the years ended December 31, 2016 and 2015, the annual lease/rent expense for the leased facilities was \$120,523 and \$169,849, respectively. Certain equipment is leased by the Agency under the terms of various operating leases.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ended December 31</u>	<u>Amount</u>
2017	\$ 115,758
2018	22,917
2019	8,922
2020	7,104
2021	<u>6,901</u>
Total	<u>\$ 161,602</u>

NOTE 8. RETIREMENT PLAN

The Agency maintains a 403(b) Plan and Trust (the Plan) covering substantially all employees. Employee contributions to the Plan are made at predetermined rates elected by employees. Additionally the Agency provides a matching contribution equal to 25% of the employee's contribution up to 5% of the employee's compensation. Effective April 1, 2016, the Agency instituted an auto enrollment feature mandating a minimum 1% employee contribution; however employees reserve the right to decline the auto enrollment. Employer matching contributions for the years ended December 31, 2016 and 2015 totaled \$24,366 and \$13,047, respectively.

NOTE 9. CONCENTRATION OF RISK

A large percentage of the Agency's total revenue was received from two contractors, the Federal Government and the State of New Hampshire. It is always considered to be at least reasonably possible that either contractor could be lost in the near term; however, Management feels this risk is of no particular concern at this time.

NOTE 10. CONCENTRATION OF CREDIT RISK

The Agency maintains its cash balances at several financial institutions in New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. The Agency maintains an agreement with its primary financial institution to collateralize the balances in excess of \$250,000.

NOTE 11. CONTINGENCIES

The Agency receives grant funding from various sources. Under the terms of these agreements, the Agency is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Agency might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of December 31, 2016 and 2015.

NOTE 12. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through August 15, 2017, the date the December 31, 2016 financial statements were available for issuance.

SUPPLEMENTARY INFORMATION
(See Independent Auditors' Report)

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2016**

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE</u>	<u>FEDERAL CFDA NUMBER</u>	<u>PASS-THROUGH GRANTOR</u>
<u>U.S. Department of Agriculture</u>		
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Educa
Child Nutrition Cluster		
Summer Food Service Program for Children	10.559	State of New Hampshire Department of Educa
Food Distribution Cluster		
Emergency Food Assistance Program (Food Commodities)	10.569	Belknap-Merrimack Community Action Partner
Total U.S. Department of Agriculture		
<u>U.S. Department of Housing and Urban Development</u>		
Supportive Housing for the Elderly	14.157	Dover Housing Authority
CDBG Entitlement Grants Cluster		
Community Development Block Grants / Entitlement Grants	14.218	City of Dover, New Hampshire
Community Development Block Grants / Entitlement Grants	14.218	City of Rochester, New Hampshire
Community Development Block Grants / State's Program and Non-Entitlement Grants in Hawaii	14.228	New Hampshire Community Development Fin
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health
Supportive Housing Program	14.235	State of New Hampshire Department of Health
Supportive Housing Program	14.235	Community Partners / Behavioral Health / Serv
Total U.S. Department of Housing and Urban Development		
<u>U.S. Department of Labor</u>		
WIA Cluster		
WIA Adult Program	17.258	Southern New Hampshire Services, Inc.
WIA Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services, Inc.
Total U.S. Department of Labor/WIA Cluster		
<u>U.S. Department of Energy</u>		
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of E
Total U.S. Department of Energy		
<u>U.S. Department of Health & Human Services</u>		
Aging Cluster		
Special Programs for the Aging - Title III, Part B - Grants for Senior Energy	93.044	State of New Hampshire Division of Elderly and State of New Hampshire Department of Health
Senior Transportation	93.044	Nutrition & Trans. Services
Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program	93.505	State of New Hampshire Department of Health BPHCS, Maternal & Health Section
Promoting Safe and Stable Families	93.556	State of New Hampshire, DHHS, Division for C
TANF Cluster		
Temporary Assistance for Needy Families	93.558	State of New Hampshire, DHHS, Division for C
Temporary Assistance for Needy Families	93.558	Southern New Hampshire Services, Inc.
Low-Income Home Energy Assistance	93.568	State of New Hampshire Governor's Office of E
Community Services Block Grant	93.569	State of New Hampshire, DHHS, DFA
Head Start	93.600	Direct Funding
Stephanie Tubbs Jones Child Welfare Program	93.645	State of New Hampshire, DHHS, Division for C
Social Services Block Grant	93.667	State of New Hampshire, DHHS, Division for C
State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke (PPHF)	93.757	State of New Hampshire, Keene State College, Control & Prevention, NH Division of Public H
Maternal and Child Health Services Block Grant to the States	93.994	State of New Hampshire, DHHS, Division for C
Total U.S. Department of Health & Human Services		
TOTAL		

See Notes to Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2016**

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Partnership of Strafford County under programs of the federal government for the year ended December 31, 2016. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Partnership of Strafford County, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Agency.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

Community Action Partnership of Strafford County has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD DONATION

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2016 and 2015, and the related statements of cash flows, and the related notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended December 31, 2016 and have issued our report thereon dated August 15, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Partnership of Strafford County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Partnership of Strafford County's internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Partnership of Strafford County'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. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Action Partnership of Strafford County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leane, Mc Donnell & Roberts
Professional Association

August 15, 2017
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR
EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Partnership of Strafford County's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Partnership of Strafford County's major federal programs for the year ended December 31, 2016. Community Action Partnership of Strafford County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Partnership of Strafford County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Partnership of Strafford County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Partnership of Strafford County's compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Partnership of Strafford County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2016.

Report on Internal Control Over Compliance

Management of Community Action Partnership of Strafford County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Partnership of Strafford County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Partnership of Strafford County's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leone, Mc Donnell & Roberts
Professional Association*

August 15, 2017
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE YEAR ENDED DECEMBER 31, 2016

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Partnership of Strafford County were prepared in accordance with GAAP.
2. No significant deficiencies disclosed during the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Partnership of Strafford County, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Partnership of Strafford County expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major were: U.S. Department of Health and Human Services, Low-Income Home Energy Assistance Program, CFDA 93.568 and U.S. Department of Housing and Urban Development, Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii, CFDA 14.228.
8. The threshold used for distinguishing between Type A and B programs was \$750,000.
9. Community Action Partnership of Strafford County was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2015**

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended December 31, 2015.



2018 Board of Directors

Becky Sherburne, Chair
Hope Morrow Flynn, Vice Chair
Alan Brown, Treasurer
Jean Miccolo, Secretary
Alison Dorow
Marci Theriault
Megan MacDonald
Christina Radie
Dr. Kristen Yates
Petros Lazos
Terry Jarvis

Community Action Partnership of Strafford County
Administrative & Weatherization Office, 642 Central Avenue, Dover, NH 603-435-2500
Mailing address: P.O. Box 160, Dover, NH 03821-0160

Outreach Offices:

61 Locust Street, Dover 603-460-4237
527 Main Street, Farmington 603-460-4313

Head Start Centers:

62A Whittier Street, Dover 603-285-9460
120 Main Street, Farmington 603-755-2883
55 Industrial Drive, Milton 603-652-0990
150 Wakefield Street, Rochester 603-285-9461
184 Maple St. Ext., Somersworth 603-817-5458

Education:

- **Associate Degree in Accounting.** Nashua Community College, Nashua, NH.
- **Associate Degree in Nursing.** New Hampshire Technical Institute, Concord, NH.
- **Bachelor Degree in Nursing.** Franklin Pierce University, Portsmouth, NH.

Nursing Employment History:

Strafford County Community Action Partnerships, Dover, NH July, 2013 to Current
Program Nurse for Head Start, Early Head Start, Healthy Families of America, and Home Visiting of New Hampshire

- Administer health screenings to all Head Start students.
- Write Individual Healthcare Plans for students when medically necessary.
- Visit clients in their homes to provide nursing support during pregnancy and promote child growth and development.
- Provide lactation support to clients as needed.
- Provide CPR/AED/First Aid instruction to staff and clients.

Farmington High School, SAU 61, Farmington, NH July, 2009 to June, 2013
Registered Nurse and 504 Coordinator

- Care for a population of 430 students and staff, with an average of 62 visits per day.
- Responsible for the smooth operation of the nurse's office including budget preparation, record keeping, statistical data reports, and State of New Hampshire reporting.
- Maintain and distribute 504 plans for 21 students and facilitate meetings.

Wah-Tut-Cah Scout Reservation, Northwood, NH July, 2007 to August, 2011
Registered Nurse

- Cared for an average of 200 overnight campers of a Boy Scouts of America summer camp.
- Responsibilities included camper and staff medical care, medication distribution, assisting with camper registration, record keeping, and the cleanliness of the Health Lodge.

Franklin High School, Franklin, NH July, 2006 to June, 2009
Registered Nurse

- Cared for a population of 430 students and staff.
- Responsible for nurse's office operations including budget preparation, record keeping, and statistical data reports.

Skills:

- **Registered Nurse**, Licensed in State of New Hampshire
- **Certified Lactation Counselor**, certified by the Academy of Lactation Policy and Practice.
- **Heartsaver CPR/AED/First Aid Instructor**, American Heart Association certified.
- **Microsoft and Excel Software**, experienced.
- **PROMIS Computer Software**, experienced.
- **ETO Computer Software**, experienced.
- **First Responder Certified**, National Registry of Emergency Medical Technicians.

TARA M. BIANCHI

Cell:

PROFESSIONAL EXPERIENCE

Healthy Families Assessment Worker/Home Visitor, 2012-Present
Community Action Partnership of Strafford County, Dover, NH

Provides home visits in the Healthy Family America Program, promotes a supportive environment that optimizes child growth and development while encouraging a healthy, stable family. The program is designed to work with the mom/family prenatally, until the target child is three years of age. Coordinating community resources, managing crisis situations, all while providing assistance in maintaining on the overall resiliency of the family.

Family Wellness Home Visitor, 2009-2012
Community Action Partnership of Strafford County, Dover NH

Provides home visits to families to establish a trusting relationship, assess their needs, and provide them with the necessary support, education, and resources during times of high stress. Families are empowered to develop and use the necessary skills taught, to manage and effectively address crisis and highly stressed situations. Offer solution focused intervention with the aim of preventing child abuse and neglect. Provides case management and is responsible for these home based services in accordance with the standards of the Comprehensive Family Support Contract.

Family Intervention Specialist, 2007-2009
The Hub Family Resource Center, Dover, NH

Work closely with NHEP specifically focused on clients who are on TANF in hopes of addressing any barriers that may be holding them back in succeeding with the program and their life goals. Also a group facilitator and home visitor; our mission, to educate and empower parents and in the process helping families raise healthy children in caring homes.

Manager/Shift Leader, 2004-2011
BG'S Boat House Restaurant, Portsmouth, NH

Responsible for training new employees, managing servers, public and employee relations, reservations, set-up/ closing procedures, and scheduling for a 150 seat seasonal restaurant. Earned promotion from server to management in 2 years.

Internship, YMCA Training Inc.-2005
Boston, Mass

Developed and created programs to support the skills of women reentering the work force. Assessed the individual competency of each participant and provided focused education to enhance core fundamentals in the area of overall education, math, reading, writing and computer skills. Assisted in the ESOL program.

EDUCATION

Bachelor of Science, BS in Sociology with a minor in Women's Studies – 2005
SUFFOLK UNIVERSITY- Boston, Ma.

Trainings and Certifications-2004-Present

Parents as Teachers Program-Prenatal to 3 Years; Parent Educator Certificate
Strengthening Families Program; Teaching and Facilitating 7 weeks of Strengthening Families Program age 10-14
Sexual Abuse Prevention Training
Substance Abuse Specialist Training
Understanding Bullying Conference
Birth to Three Institute; Growing Minds and Hearts...Children, Families, and Communities
DCYF Annual Conference
Domestic Violence Conference
Healthy Families America Trainings;
-Certified Family Assessment Worker
-Integrated Strategies for Home Visiting Seminar

Peggy Hawksley

Profile

Extensive experience in secretarial and administrative office management while working with all levels of management. Meticulous creation of documents, reports, forms and special projects. High degree of professionalism regarding quality of work and customers satisfaction. Successful in improving efficiency, productivity and profitability through automation and process improvement. Ability to successfully multi-task and work as a team member or individually. Outstanding communication skills, verbal and written, prioritization skills, record keeping and maintaining complete confidentiality as required.

Skills and Competencies

Microsoft Office Environment

Including: Word
Excel
Power Point
Access
Outlook
Publisher

Quick Books
Document and Form Creation
Data Entry
Database Maintenance
Accounts Payable
Accounts Receivable

Human Resources
Customer Service
Process Improvement
Cost Control
Project Leadership
Software Testing

Professional Experience

Administrative Assistant (Part Time) – Wolfeboro Public Library **May 2011 – Present**
Provide secretarial and administrative support to the library director, composing letters, creating and maintaining statistical reports creating and maintaining policies and procedures. Provide customer service support to library patrons.

Kingswood Leasing Inc., Wolfeboro, NH **March 2005 – July 2010**
Office Manager

Hired as an Office Clerk and promoted to Office Manager as company grew from 6 to 16 employees

- Provide secretarial and administrative support to the President and COO of the corporation
- Managed day to day operations of the corporation
- Human Resources director; creation of employee handbook, job descriptions and maintenance of employee personnel files
- Maintained computer server, computer desktops and all office machines
- Responsible for Accounts Payable/Accounts Receivable, invoicing
- Intense customer and vendor contact ensuring excellent customer service
- Responsible for research and preparation of daily, monthly, and year-end reports
- Input of data and maintenance of Access databases

State Street Corporation – Quincy, MA **March 1988 – June 2003**
Entered the company as a data entry clerk and achieved 15 years of progressive experience.

- Management team leader for software quality assurance group creating and implementing estimates, time frames, project plans and installation of software updates.
- As project manager developed and maintained business recovery plan and procedures and created and maintained databases for work tracking purposes and streamlined processing.
- Manager of data entry unit for the processing of inbound and outbound cash and securities transactions.
- Administrator for department of over 700 employees handling employee moves, procurement of space and equipment and human resources liaison.
- Senior Secretary for seven corporate officers, providing telephone coverage, travel arrangements, compiling and typing of reports, scheduling of meetings and appointments and preparation of presentations.
- Input and release of data entry transactions and processing and distribution of incoming transactions.

Accomplishments

Recipient of numerous Individual and team awards for outstanding performance in addition to promotions and monetary compensation for exceeding company expectations.

Education - North Quincy High School, Quincy, MA. Graduated in June 1975

Education

Master of Social Work *Expected May 2018*
University of New Hampshire

Bachelor of Arts- Sociology *May 2014*
Wheaton College (IL)

Licensure: Licensed Master Social Worker (LMSW) *Expected August 2018*

Relevant Social Work Experience

Social Work Intern *August 2017- April 2018*
Maine Behavioral Health ACT Team *Springvale, ME*
Community based (outpatient) treatment program with a multi-disciplinary team that supports adults with major mental illness diagnoses and other co-occurring disorders.

- Utilized trauma informed counseling with clients
- Co-facilitating CBT group and SMART, an abstinence-based recovery group.
- Implemented assertive engagement and home-based counseling

Social Work Intern *August 2016- April 2017*
Strafford County Child Advocacy Center *Dover, NH*
County Attorney Office program that conducts forensic interviews for victims of abuse

- Observed forensic interviewing with children, teenagers, and adult victims of sexual and physical abuse
- Worked directly with law enforcement, attorneys, and DCYF investigators.
- Documented cases into NCATRAK as well as building files for each client.

Social Work Intern *May 2013- August 2013*
Evangelical Child and Family Agency *Wheaton, IL*
Non-profit social service agency that provides different services including adoption, pregnancy, counseling and child welfare services.

- Shadowed many social workers in the Intact department.
- Accompanied social workers to court hearings and on home visits.
- Personally worked with clients by bringing them to appointments or rehab centers

Work Experience

Home Visitor *August 2016- Present*
Healthy Families of America
Family support program focusing on child maltreatment, improving parent-child interactions, children's social-emotional well-being, and promoting children's school readiness.

- Work with prenatal mothers and mothers with newborns, assisting in parenting skills, accessing local resources, and providing support with new child.
- Provide transportation to local food pantries, doctor appointments and shelters.

Supervisor*June 2015- Present*

New Hampshire Parent Support Center

Provides supervised visitation for children and parents to connect with one another in a comfortable, clean and safe environment.

- Supervise court ordered visitation between conflicting parent and child.
- Complete detailed visit records and attend court hearings.

Home Visitor*January 2015- August 2016*

Early Head Start

Federal program that promotes the school readiness of children from birth to age five from low-income families by enhancing their cognitive, social, and emotional development.

- Work with low income families to create school readiness goals, assisting in any other needs.
- Run socialization groups, play groups, and field trips.
- Identify needs and connect families with local resources.

Other

NASW: National Association of Social Workers

NASW works to enhance the professional growth and development of its members, to create and maintain professional standards, and to advance sound social policies.

- Member since January 2018.

UNH Hooding Ceremony

Student-run graduation ceremony for UNH MSW program.

- Director of Set-Up committee for ceremony of May 2018.

Deirdre Siede

Summary

Seasoned Home Visitor skilled in providing support, parent education and referral to at risk, low income families and children. Services provided include promotion of healthy attachment and development, developmental screenings for children, screenings and referrals for substance issues, depression and domestic violence.

Credentials

Certified Parents as Teachers 2011
First Aid and CPR Certified 2015

Summary of Qualifications

- Practiced in family assessments
- Parenting skills educator
- Ability to maintain accurate client records
- Able to manage client crises
- Able to participate in multidisciplinary team approach
- Able to work independently and as a member of a team
- Aware of legal and ethical standards
- Excellent relationship building skills
- Low income and homeless populations
- Child abuse prevention

Experience

Healthy Families Home Visitor, Community Action Partnership of Strafford County, Dover, NH January 2012-Present
Healthy Beginnings Home Visitor, HUB Family Resource Center, Dover, NH March 1999-Dec 2011
Family Support Worker, Child Health Services, Manchester, NH July 1988-March 1999

Education

Bachelor of Arts, Sociology, Wells College, Aurora, NY 1988

Community Service

Member, Somersworth Prevention Coalition, Somersworth, NH 2010-Present

- Participate in monthly meetings, plan events with group and assist with application for Drug Free Communities Grant

Volunteer, Homeless Center for Strafford County 2011-Present

- Provide shelter coverage on a weekly basis.

AWARDS AND ACHIEVEMENTS

*4.0 GPA

*Wrote and obtained a grant for the Milton Elementary School.

*Graduated Cum Laude at UNH

REFERENCES:

Becki Guillory

Anna Ingram

Penny Gregoire

GORI, HALEN

OBJECTIVE

To maintain a career as a management professional, while using my organizational skills and professional experience to focus on goal achievement, excellent communication and compliance.

SKILLS PROFILE

- Coordination of schedules, goals and objectives, while providing constructive feedback on performance
- Strong relationship building skills, excellent written and verbal communication
- Outstanding team player with strong attention to detail and adhering to performance standards
- Experience cultivating partnerships to foster positive project feedback
- Able to work in a fast paced environment with different schedules and deadlines
- Assessing training needs and provision of resources to ensure a positive end result
- Compassionate leader with demonstrated conflict resolution experience
- Advanced computer skills and Microsoft Office Suite experience

EMPLOYMENT HISTORY

Home Visiting Manager, Community Action Partnership of Strafford County Aug 2014- present
Rochester, NH

- Prepare monthly, quarterly and annual reports for all home visiting programs, keeping to designated deadlines.
- Attend regular meetings/trainings for home visiting program managers and supervisors at the community, state and national level.
- Engage in regular supervision of all home visitors on a weekly basis.
- Track data to identify areas needing a quality improvement plan.
- Oversee the Family Resource Center designation, standards and availability to the public
- Provide guidance and interpretation of the Healthy Families of America standards to ensure program compliance and future accreditation.

Legal Forwarding Representative, CCS Companies July 2013- present
Portsmouth, NH

- Correspond daily with insurance personnel and attorneys concerning detailed records and legal paperwork.
- Determine legal potential for new claim files based on state statutes, assets and collectability.
- Use computer databases, in-depth internet searches, and public documents to compile information for investigators.

Front Desk Specialist, ProEx Physical Therapy (temporary) Jan 2012- April 2012
Somersworth, NH

- Managed all calls for busy medial office while scheduling patients for multiple therapists.
- Verified patient insurance information for accuracy and obtained authorization for proper billing codes.
- Maintained detailed administrative and procedural processes to improve accuracy and efficiency.

Project Manager, Pediatrics, Wentworth-Douglass Hospital

Oct 2007- Aug 2011

Dover, NH

- Boosted pediatric donations over 300% by creating much needed community programs while maintaining a consistent brand message to the community.
- Conceived CLIMB (Changing Lifestyles, Improving Mind & Body), first ever teen weight loss program in the Seacoast.
- Leveraged knowledge of customers, trends, and non-profits to successfully market programs and events.
- Wrote original content for the official hospital newsletter as well as community newsletters.
- Planned and publicized events, including negotiating contracts, and designing promotional materials.
- Managed a budget of \$45K and provided status reports to executives for future budgeting and planning.
- Collaborated with cross-functional teams to draft project schedules and plans while enforcing deadlines.
- Created a comprehensive set of guidelines to measure program and policy effectiveness.

Resource Manager, (simultaneously held)

Oct 2007-Aug 2011

Wentworth-Douglass Hospital

Dover, NH

- Drafted and reviewed reports, articles and background papers for highest quality of writing.
- Collaborated with local health departments and other community partners.
- Supervised volunteers and interns
- Assessed patient needs and referred them to other community resources.
- Trained in-house staff members in evaluation, data collection, analysis, and reporting strategies.
- Maintained operational standards concerning privacy and HIPAA regulations.

Early Supports & Services Intake Coordinator, Community Partners

Sept 2003-Oct 2007

Dover, NH

- Implemented research based developmental interventions for birth-3 year olds and their families.
- Completed intake assessments and developmental evaluations to determine eligibility.
- Directly supervised Master's level Social Work interns.
- Communicated with public social and educational organizations to obtain and provide information.
- Maintained program compliance with State mandates and timelines.

EDUCATION

- Southern New Hampshire University, Master's in Marketing, expected graduation 2016
- Boston College, Master's Degree in Social Work
- University of New Hampshire, Bachelor's Degree in Psychology

ELENA V. ENGLE, MPA

EDUCATION

Master of Public Administration
Troy University: Florida Region

December, 2006

Bachelor of Arts in Sociology
University of Central Florida: Orlando, Florida

December, 2000

EMPLOYMENT

Community Action Partnership of Strafford County
Contracts & Data Quality Manager

September, 2014-Present

- Develops and implements procedures for continuous monitoring of Head Start/Early Head Start, Healthy Families and Comprehensive Family Supports and Services programs to ensure compliance with Performance Standards, Program Operating Plan and Policies and Procedures.
- Responsible for the annual Head Start self-assessment process including corrective action planning and follow-up.
- Works with the Home Visiting Manager to ensure compliance with Healthy Families America Best Practice Standards in preparation for the accreditation process.
- Reviews data management systems to analyze data and respond to trends in the delivery of quality services.

City of Rochester - Rochester, NH
Community Development Specialist

November, 2012 - August, 2014

- Develop investments for the Community Development Block Grant Program (CDBG) across public services, housing, economic development and facilities/infrastructure projects.
- Monitor and report on sub-grantee compliance with the U.S. Dept. of HUD regulations.
- Develop and manage the annual CDBG program budget.
- Write and manage other grants for the City, not related to CDBG.

The New York Foundling - New York, NY
Foster Care, Prevention, Healthy Families, medical/mental health clinics

February, 2008 - August, 2012

Day Care and people with disabilities

Policy Coordinator (9/2011-6/2012)

- Maintained and updated agency policies, procedures, forms and program manuals.
- Developed forms that captured data fields necessary to extract for trend reports.
- Created an electronic resource of agency, city and state child welfare policies, resources and forms.

Director of Continuous Quality Improvement (2/2008-8/2011)

- Developed process improvements with data reports and drill downs of the data with program staff.
- Conducted case reviews to determine training needs and improvements needed in service delivery
- Supervised the CQI Department; hiring, training, professional development, and personnel relations.
- Coordinated agency re-accreditation under the *Council on Accreditation and Praesidium, Inc.*

Orange County Government - Orlando, FL

July, 2002 - January, 2008

Division of Youth & Family Services: foster care, family counseling, home visiting, crisis assistance, at risk youth

Monitoring and Evaluation Coordinator (2/2007-1/2008)

- Evaluated program compliance with standards/regulations through file reviews and on-site reviews.
- Established internal controls to monitor compliance with intake, outreach, service delivery, training.
- Analyzed program outcomes and outputs using the Balanced Quality Scorecard Report.

- Coordinated the Division's re-accreditation with the *Council on Accreditation*.

Residential Youth Care Supervisor (8/2006-2/2007)

- Coordinated medical care for 84 foster care youth with local medical facilities and Medicaid.
- Provided oversight of the foster care medication clinic and psychotropic medications.
- Trained and monitored staff compliance with Medication Administration
- Supervised all medical transportation staff.

Senior Children's Services Counselor/Supervisor (8/2005-7/2006)

- Supervised and trained direct care staff and youth in an 84-bed residential foster care program.
- Provided crisis intervention to youth in care.
- Supervised family visitations with foster care youth and family members.
- Developed and managed the budget for two group homes.

Lead Case Manager (7/2002-7/2005)

- Completed screenings, needs assessments and service plans for a 20-30 youth caseload.
- Coordinated foster care services with Florida DCF, courts, schools, medical/mental health providers.
- Provided crisis intervention to youth in care.
- Completed file reviews of the Case Management Team for compliance with standards.

Safehouse of Seminole
Victim/Child Advocate

November, 2000-November, 2001

- Answered hotline and screened women for entry to the shelter
- Completed assessments and safety plans with victims of domestic violence
- Facilitated women's and children's groups in the shelter
- Maintained daily shelter operations

COMPUTER SKILLS

PROMIS, ETO, SPSS, Oracle, MUNIS, Microsoft: Access, Word, Excel, PowerPoint

41.03

STACIE MCCOY

SUMMARY

Highly motivated and results-oriented Professional with over 15 years of combined non-profit early education program and management experience. Extensive written and verbal communication and problem solving skills. Ability to successfully coordinate and manage multiple projects, collaborate with internal and external team members to build healthy relationships, and successfully resolve conflicts and concerns for clients and team members.

PROFESSIONAL EXPERIENCE

SNHS Workplace Success Program - Portsmouth, NH 2013-current
Classroom Coordinator and Community Job Specialist

- Facilitate comprehensive, revolving 8 week program designed to help NH TANF recipients overcome barriers and build the necessary skills and experience to move forward into successful employment
- Network, build, and maintain relationships with businesses to develop Work Experience Program host sites for participants to gain on-the-job training and experience, bridge work gaps, and gain references
- Oversee placement, evaluation, and extensions of all participants in Work Experience Program
- Deliver daily, weekly, and monthly reports, documentation, and verifications to internal and external departments
- Collaborate with DHHS, WIA and other internal and external organizations to support participant and program needs

Kaplan Higher Education (KHEC) – Portsmouth, NH and Chicago, IL locations 2010–2012
Assistant Executive Director – Hesser College Portsmouth Campus (2/12-6/12)

- Used initiative and independent judgment to assist in the administration and supervision of campus operations
- Supported Executive Director in managing campus actions and activities to meet and exceed budgeted metrics
- Monitored, managed, and reported daily retention and re-entry metrics
- Collaborated with campus faculty, department chairs, and deans to provide academic support and retention strategies for 400+ non-traditional students
- Provided first point of contact for researching and resolving student and faculty concerns
- Supervised registrar functions including transfer credit evaluation, student status changes, academic process assessment, and registration

Learning and Development Specialist – Home Office of Admissions & Career Services (4/2010-11/2011)

- Researched, developed, and updated product knowledge and department policy eLearning training, job aids, and assessments for KHEC’s 85+ Admissions Departments
- Closely collaborated with Curriculum, Accreditation, and Legal and Regulatory Departments to ensure trainings were in alignment and compliant with company and legal policies
- Reviewed, edited, and developed department’s internal and field-facing standard operating procedures
- Monitored and reported bi-weekly national enrollment numbers and future start projections for newly implemented programs to ensure all departments had current, accurate data

Rochester Child Care Center, Rochester NH 2007–2010
Family Services Coordinator

- Provided daily case management and support for 150+ children and families eligible for NH Child Care Development Scholarship Fund
- Provided orientation to CCDSF application process, maintained and audited file integrity, and collected and managed accurate, confidential documentation required for determining and maintaining eligibility
- Interfaced with DHHS and NHEP to ensure client compliance and resolve eligibility and reimbursement issues
- Facilitated resource and referral support and case management to assist families in economic and emotional crisis
- Worked in conjunction with Executive Director, Program Directors, and other administrators to keep agency enrolled to capacity and meet agency mission statement

EDUCATION AND AWARDS

- Plymouth State University, Plymouth, NH 1989
 - BA English – Writing Option
- New Hampshire Excellence in Education Recognition Award 1994

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Stacie McCoy	Child & Family Services Director	67371	2.5	1684
Elena Engle	Contracts & Data Quality	56,617	15	8492
Halen Gori	Home Visiting Manager	49233	45	22155
Tara Bianchi	Home Visitor	36670	100	36670
Deirdre Siede	Home Visitor	28282	66	18855
Chelsey Long	Home Visitor	22321	60	13392
Peggy Hawksley	Intake Coordinator	33800	2.5	845
Vicki Senter	Nurse	47465	3.7	1780

Subject: Home Visiting Services SS-2019-DPHS-05-HOMEV-02

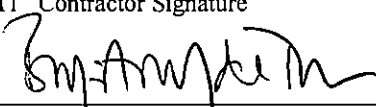
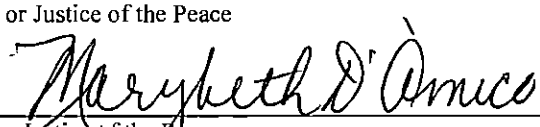
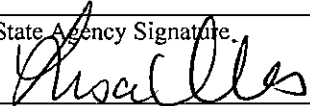
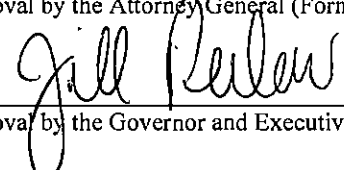
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Child and Family Services of New Hampshire		1.4 Contractor Address 464 Chestnut Street (main office) Manchester, NH 03101	
1.5 Contractor Phone Number Phone: (603) 518-4000	1.6 Account Number 05-95-90-902010-5896-102-500731	1.7 Completion Date 09/30/2020	1.8 Price Limitation \$2,220,473
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory SOFIA AWARIZ DE TOLEDO PRESIDENT & CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>5/22/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace MARYBETH D'AMICO, Supervisor Business Staff			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR, DPHS	
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>6/4/18</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.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. The Vendor shall maintain appropriate records to document actual funds received or denials of funding from such public sources of funds.
- 1.3. The Contractor shall submit a detailed description of the language assistance service 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.
- 1.4. The Health Resources and Services Administration (HRSA) requires all grantees receiving funds through this program to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

"This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under X10MC29490 and X10MC31156, Maternal, Infant and Early Childhood Home Visiting Grant Program for \$2,958,820 AND \$2,982,681 respectively. This information, content, and/or conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."

- 1.5. The Contractor shall provide home visiting services as detailed in this Exhibit A, Scope of Services as follows:

Reference	Area of Service	Proposed Caseload FY 2018 (10/1/2017 - 9/30/2018)	Proposed Caseload FY 2018 (10/1/2018 - 9/30/2019)
1.5.1.	Hillsborough County	27 families	27 families
1.5.2.	Merrimack County	19 families	19 families
1.5.3.	Rockingham County	27 families	27 families
1.5.4.	City of Manchester	39 families	39 families

- 1.6. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR200.0. *et seq.*



2. Scope of Work

- 2.1. The Vendor shall provide home visiting services to pregnant women and newly parenting families with children up to age three (3), as described in the Healthy Families America Model, who fall within one (1) or more of the federal priority demographics below:
 - 2.1.1. Are first time parents.
 - 2.1.2. Have low incomes; which is defined as less than one hundred eighty-five percent (<185%) of the U.S. Department of Health and Human Services (USDHHS) Poverty Guidelines.
 - 2.1.3. Are less than twenty-one (21) years of age.
 - 2.1.4. Have a history of child abuse or neglect, or have had interactions with child welfare services.
 - 2.1.5. Have a history of substance misuse or need substance use disorder treatment.
 - 2.1.6. Are users of tobacco products in the home.
 - 2.1.7. Have or have had children with low student achievement.
 - 2.1.8. Have children with developmental delays or disabilities.
 - 2.1.9. Are in families that include individuals who are serving or have formerly served in the armed forces.
- 2.2. As part of a high-quality, evidence-based home visiting program, the Contractor shall,
 - 2.2.1. Become accredited and maintain accreditation through the Healthy Families America (HFA) model.
 - 2.2.2. Select and implement one of the following curricula:
 - 2.2.2.1. Parents as Teachers (PAT) as an annually trained "Approved User."
 - 2.2.2.2. Growing Great Kids (GGK) with certification of training.
 - 2.2.3. Collaborate with other early childhood-serving agencies, including those that provide home visiting and family support services.
 - 2.2.4. Ensure the twelve (12) critical elements that make up the essential components of the HFA Model are addressed in agency policies. For more information on HFA Best Practice Standards, see:
http://www.dhs.state.il.us/OneNetLibrary/27896/documents/GATA_2018Grant_s/FCS_NOFOs/2018_2021HFABestPracticeStandardsJuly2017_.pdf
 - 2.2.5. Enter personally identifiable health data for all children served under this contract into the designated Home Visiting Data System.
- 2.3. The Contractor shall identify positive ways to establish relationships with families and to keep families engaged over time.
- 2.4. The Contractor shall provide home visits conducted by nurses during the prenatal and post-partum periods, as a supplement to the Healthy Families America



- model.
- 2.5. The Contractor shall offer services that:
 - 2.5.1. Are comprehensive.
 - 2.5.2. Support the Family.
 - 2.5.3. Support parent-child interactions.
 - 2.5.4. Support child development.
 - 2.6. The Contractor shall ensure all families are referred to a medical provider or other supportive services as appropriate, which may include , but are not limited to:
 - 2.6.1. Housing Support
 - 2.6.2. Transportation
 - 2.6.3. Playgroups
 - 2.6.4. Breast Feeding Support
 - 2.6.5. Nutrition Support
 - 2.7. The Contractor shall obtain all necessary authorizations for release of information. All forms developed for authorization for release of information must be approved by the Department prior to their use.
 - 2.8. The Contractor shall coordinate, where possible, with other local service providers including, but not limited to:
 - 2.8.1. Health care providers.
 - 2.8.2. Social workers.
 - 2.8.3. Early interventionists.
 - 2.9. The Contractor shall create and consult with a broadly-based advisory/governing group for the planning, implementation, and assessment of site related activities.

3. Staffing Requirements

- 3.1. The Contractor shall ensure staff possesses characteristics necessary to building trusting, nurturing relationships, and engaging families with different cultural values and beliefs than their own.
- 3.2. The Contractor shall hire staff in accordance with the requirements of the HFA Model Standards.
- 3.3. The Contractor shall provide home visiting staff with ongoing, reflective supervision in accordance with the requirements of the HFA Model Standards so staff is able to develop realistic and effective plans to empower families.
- 3.4. The Contractor shall ensure that direct service staff supervisors have a solid understanding of and experience in supervising and motivating staff, as well as providing support to staff in stressful work environments.
- 3.5. The Contractor shall ensure that supervisors meet the minimum qualifications outlined in the HFA Model Standards.



- 3.6. The Contractor shall ensure that program managers have the necessary qualifications as outlined in the HFA Model Standards.
- 3.7. The Contractor shall ensure that registered nurses (RN's) have a current license to practice in accordance with RSA 326-B and a minimum of two (2) years of experience in maternal and child health nursing.
- 3.8. The Contractor shall designate a liaison for all programmatic correspondence between the Department and the Vendor for matters including, but not limited to:
 - 3.8.1. Program announcements.
 - 3.8.2. Clinical updates.
 - 3.8.3. Reporting changes.
 - 3.8.4. Errors.
 - 3.8.5. Requests.
- 3.9. The Contractor shall ensure that HFA staff attend meetings and training required by the Department, including, but not limited to:
 - 3.9.1. Maternal Children and Health Section (MCH) Maternal, Infant, and Early Child Home Visiting (MIECHV) Coordinators Meetings
 - 3.9.2. MIECHV staff training
- 3.10. The Contractor shall ensure that staff completes basic training in accordance with HFA Model Standards including, but not limited to:
 - 3.10.1. Cultural competency.
 - 3.10.2. Reporting child abuse.
 - 3.10.3. Determining the safety of the home.
 - 3.10.4. Managing crisis situations.
 - 3.10.5. Responding to mental health, substance misuse, and/or interpersonal violence issues.
 - 3.10.6. Substance-exposed infants.
 - 3.10.7. Services available in the community.

4. Reporting and Deliverable Requirements

- 4.1. The Contractor shall submit a report of caseload analysis (See Exhibit A-1, Caseload and Capacity Analysis) each month.
- 4.2. The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation.
- 4.3. The Contractor shall, for the purposes of program evaluation and federal reporting, enter personally identifiable health data for all program participants into the Home Visiting Data System.
- 4.4. The Contractor shall submit a quarterly report outlining the program activities and achievement of stated outcomes.

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5/22/18



- 4.5. The Contractor shall submit an annual report to the Department that includes, but is not limited to:
 - 4.5.1. Information regarding accomplishments and challenges for the program.
 - 4.5.2. Systemic barriers.
 - 4.5.3. Action plans to address barriers.
 - 4.5.4. Family satisfaction survey results.
- 4.6. The Contractor shall submit all quarterly reports to the Department no later than the fifteenth (15th) day of the month following the reporting period of each contract year, with the first report due by October 15, 2018.
- 4.7. The Contractor shall submit annual reports by July 31st of each contract year, with the first report due on July 31, 2019.

5. Work Plan

- 5.1. The Contractor shall evaluate the progress of program participants as well as the performance of the programs and services provided.
- 5.2. The Contractor shall submit a Work Plan (See Exhibit A-2 Work Plan Template) that includes, but is not limited to:
 - 5.2.1. Input/resources.
 - 5.2.2. Activities/action plan.
 - 5.2.3. Performance measures.
 - 5.2.4. Continuous Quality Improvement (CQI) activities.
 - 5.2.5. Brief narrative describing strategies for CQI.

6. Performance Measures

- 6.1. All measures, consider services provided within the scope of this MCH contract during State Fiscal year 2019, July 1, 2018– June 30, 2019. Measures may be modified to reflect updates after October 1, 2018 to reflect new Federal updates.

6.1.1. Performance Measure #1

Home Visiting New Hampshire-Healthy Families America (HVNH-HFA) HFA Standard 7-5.B

Measure: 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.

Goal: All post-partum women enrolled in HFA will receive this formal, validated screening for depression at the optimal time.

Definition: **Numerator-** Of those in the denominator, the number of women that received an Edinburgh Postnatal Depression Scale screening by 3 months postpartum



Denominator- The total number of women in the program who reached three (3) months post-partum during the reporting period and were enrolled prior to 3 months after the birth of their baby.

Data Source: HVNH-HFA Data Records

6.1.2. Performance Measure #2

HVNH-HFA Performance Measure #2 (Retention Report)

HFA Standard 3-4.A

Measure: Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline¹.

Goal: Families stay connected and maintain involvement with HFA services.

Definition: **Numerator-** Of those in the denominator, the number of families that remained in HFA services at least 6 months.

Denominator- The number of families who received a first home visit during the period for:

Quarter 1- 10/1/2017- 12/31/2017

Quarter 2 -1/1/2018 – 3/31/2018

Quarter 3 -4/1/2018 – 6/30/2018

Quarter 4 -7/1/2018 – 9/30/2018

Data Source: HVNH-HFA Data Records, HFA methodology for measuring retention rates

6.1.3. Performance Measure #3

HVNH-HFA Performance Measure #3

HFA Standards 6-5.B and 6-6.B

Measure: 90% of target children are referred for further evaluation after scoring below the "cutoff" on the ASQ-3. Children already receiving developmental services should not be screened.

Goal: All children served who are determined to be at risk for developmental delays, and are not already receiving developmental services, will receive a referral for further evaluation or services. (If a family declines a referral this should be documented in the family's file and the Family Support Specialist shall continue efforts to advocate for accessing developmental services).



Definition: **Numerator-** Of those in the denominator, the number of children that received follow-up health care when determined necessary by a formal, validated developmental screening (ASQ-3).

Denominator- The total number of children served in HFA in the past fiscal year who received at least one ASQ-3 in which they scored below the cutoff.

Data Source: HVNH-HFA Data Records, and ASQ-3, results.

6.1.4. Performance Measure #4

HVNH-HFA PROCESS Measure

HFA Standard 12-1.B

Measure: All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.

Goal: Service providers receive ongoing, effective supervision so they are able to develop realistic and effective plans to empower families.

Definition: **Numerator-** Of those in the denominator, the number of direct service staff who received 75% of required weekly individual supervision for a minimum of 1.5 hours for full time (.75 to 1.0 FTE) and 1 hour for part time staff (less than .75 FTE).

Denominator- The number of direct service staff/home visitors employed in the HFA Program during quarter.

Data Source: HVNH-HFA Data Records



Caseload and Capacity Analysis

- Per Exhibit A, Scope of Services the Contractor shall submit a report of caseload analysis each month.
- Caseload and Capacity Analysis shall be submitted via Microsoft Excel Workbook, provided by the Department; in accordance with the samples illustrated below:

2.1.1. Instructions Worksheet

CASELOAD AND CAPACITY ANALYSIS *to be completed for each month of the contract period*

INTRODUCTION & NOTES
 This Excel tool has been adapted to streamline the caseload and capacity analysis and reporting processes, for both the Local Implementing Agency and the State Team; and to standardize the way metrics are calculated across all LIAs. Please do not copy this workbook to use next month. Instead, open the file named for monthly data you are reporting (i.e., in early January, use the file named "2018 12" to report December 2018 data). Please do not change the name of the file when emailing the report to NH DPHS.

USE
 If your home visitors changed during the reporting month (i.e., home visitors were added to roster, or lost) please see the instructions below:
 1. Click on a home visitor worksheet (HV) tab, below. Enter the home visitor's information into the GREEN CELLS only: their Name, # hours per week paid by HFA, and % of HFA time as a
 2. Enter the number of families on each level that the home visitor saw in the reporting month.
 3. Repeat Steps 1-2 for each home visitor allocated to HFA Home Visiting during the month, in the separate tabs provided.
 4. If you have a home visitor position that is currently vacant, please indicate this using "RECRUITMENT" instead of the home visitor's name.
 5. Click the "Capacity Analysis" worksheet tab to review the analysis for your Local Implementing Agency this month.

MAINTENANCE
 NOTE: to optimize your case-assignment planning, use next month's workbook to model your family and case-weight numbers, and see what your performance results will be
PLEASE FOLLOW IF YOUR FAMILY SERVICE WORKERS CHANGED IN THE REPORTING MONTH
 If your HFA home visiting staff changed, but the number of HFA home visitors did not exceed 5, simply change the "Name of staff member" in Cell B2. Return to **USE** Step 1.
 If the number of HFA home visitors during the reporting month was greater than 5, contact the State Team for technical assistance, OR:
 1. Duplicate the last FSW worksheet tab (right-click, select "move or copy", click box "create a copy", move to "before Capacity Analysis")
 2. Update formulas in the Capacity Analysis worksheet tab to include the new FSW worksheet:
 a. # families served, per case weight category (cells E3:I3)
 b. % of monthly home visitor capacity utilized (cells E7, F7)
 c. Service Utilization % (cells, E10, F10)

Note: The # of hours worked should be the contracted or reported contracted hours for HFA only (regardless of additional hours worked by the home visitor). The # of hours worked should be the # of time of the HFA hours recorded on a home visitor's roster for FSW who are NOT doing FAW. See the FAW-1076. Once the green cells are filled in on the Capacity Analysis worksheet, the calculations for the # of home visitors and for you (LA) if the total number of families or the total weighted caseload is above the maximum the corresponding field will turn red.

2.1.2. Home Visitor Worksheet

Month for Caseload Analysis	Name of staff member	#hours per week worked for HFA only	% of the hours above, % time as HFA home visitor	Caseload multiplier	Levels	Description	Number of Families on Level	Weight	Weighted Caseload per Level	Permanent Special Circumstances (PSC) families should be captured above at their level, AND in this section if they have any of the following: need an interpreter, have multiple births (twins, triplets, etc.), have significant additional travel time, or a child with special						Extra Case Weight
										# of families with additional caseweight due to PSCs						
										0.5	1	1.5	2	2.5	3	
					Level 2P	Prenatal - visits every other week during first and second		2.00								
					Level 1P	Prenatal - visits every week in third trimester (or earlier if		2.00								
					Level 1	First 6 months after birth or enrollment - visits every week		2.00								
					Level 2	Visits every other week		1.00								
					Level 3	Visits once per month		0.50								
					Level 1SS	Crisis intervention - visits weekly, or more if needed		3.00								
					Level 4	Visits once per quarter		0.25								
					Creative Outreach (CO)	Creative Outreach (CO) is for families that completed at least										
					Level CO1	one home visit but became disengaged.		2.00								
					Level CO2	CO families are given the same caseweight they had prior to		1.00								
					Level CO3	going on CO, to ensure space if re-engaged.		0.50								
					Temporary Assignments (TD, TR)	Temporarily Out of Area (TO): for up to 3 months, families are										
					Level TD1	given the same caseweight they had prior to going on CO, to		2.00								
					Level TD2	ensure space if re-engaged.		1.00								
					Level TD3	Temporary Re-Assignment (TR): for up to 3 months, families		0.50								
					Level TR	accept voluntary re-assignment to another FSW due to leave or		0.50								
						Actual totals										
						Maximum for fidelity										
						HFA CAPACITY CALCULATION	#DIV/0!									
						FSW Contribution to HRSA CAPACITY CALCULATION	#DIV/0!									
						Total additional PSC caseweights										



2.1.3. Capacity Analysis Worksheet

LIA MONTHLY CAPACITY ANALYSIS						
# Families Served per category	Case-Weight Categories:					
	3	2	1	0.5	0.25	Total
# Funded	0	0	0	0	0	0
% of Monthly HV Capacity Utilized	HFA %	HRSA %	Difference			
	#DIV/OI	#DIV/OI	#DIV/OI			
Service Utilization	Prenatal	Level 3-4	Temporary	Permanent		
	0	0	0	0		

Families in Case-Weight Categories

3	2	1	0.5	0.25	Total
0	0	0	0	0	0

LIA Capacity Utilized, All FSWs

HFA %	HRSA %
0%	0%

Service Utilization

Prenatal	Level 3-4	Temporary	Permanent
0	0	0	0

Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019

AGENCY NAME: _____

SERVICE AREA: _____

WORKPLAN COMPLETED BY: _____

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #1 (HFA Standard 7-5.B): 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.	
	EVALUATION ACTIVITIES	SFY 19 Target <u>70%</u> Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

**Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #2 (HFA Standard 3-4.A): Increase the percent of families who remain enrolled in HFA for at least 6 months. FY 17 average baseline = _____ <u>SFY 19 Target Site enters target here based on prior FY performance</u> _____	
	EVALUATION ACTIVITIES		
		Final year (July-June) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ <hr/> Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____ <hr/> _____ _____	

Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #3 (HFA Standard 6-7.A): 90% of children receive further evaluation (or services) after scoring below the "cutoff" on the ASQ-3. SFY 19 Target <u>90%</u>	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		PROCESS Measure: (HFA Standard 12-1.B) All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		_____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____ _____	



Exhibit B Method and Conditions Precedent to Payment

1. This Contract is funded with federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) # 93.870 (<https://www.cfda.gov>), U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibit B-1 through Exhibit B-12 Budgets.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoices may be assigned an electronic signature and emailed to DPHSCContractBilling@dhhs.nh.gov
 - 4.4. Expenditure detail should be included with submission of the invoice.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items within the price limitation of Exhibits B-1 through Exhibit B-12 Budgets, can be made by written agreement of both parties without further approval of the Governor and Executive Council.

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Child and Family Services of NH (Hillsborough)

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost			Contractor Share/ Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 150,578.28	\$ 23,018.68	\$ 173,596.96	\$ -	\$ -	\$ -	\$ 150,578.28	\$ 23,018.68	\$ 173,596.96
2. Employee Benefits	\$ 47,354.00	\$ 4,050.69	\$ 51,404.69	\$ -	\$ -	\$ -	\$ 47,354.00	\$ 4,050.69	\$ 51,404.69
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,865.09	\$ 1,865.09	\$ -	\$ -	\$ -	\$ -	\$ 1,865.09	\$ 1,865.09
Purchase/Depreciation	\$ 1,350.00	\$ 966.63	\$ 2,316.63	\$ -	\$ -	\$ -	\$ 1,350.00	\$ 966.63	\$ 2,316.63
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 525.38	\$ -	\$ 525.38	\$ -	\$ -	\$ -	\$ 525.38	\$ -	\$ 525.38
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 700.00	\$ 192.84	\$ 892.84	\$ -	\$ -	\$ -	\$ 700.00	\$ 192.84	\$ 892.84
6. Travel	\$ 8,000.00	\$ 395.48	\$ 8,395.48	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 395.48	\$ 8,395.48
7. Occupancy	\$ 8,000.00	\$ 1,372.13	\$ 9,372.13	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 1,372.13	\$ 9,372.13
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,850.00	\$ 599.08	\$ 3,449.08	\$ -	\$ -	\$ -	\$ 2,850.00	\$ 599.08	\$ 3,449.08
Postage	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 361.25	\$ 361.25	\$ -	\$ -	\$ -	\$ -	\$ 361.25	\$ 361.25
Board Expenses	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 385.16	\$ 385.16	\$ -	\$ -	\$ -	\$ -	\$ 385.16	\$ 385.16
11. Staff Education and Training	\$ 2,500.00	\$ 245.03	\$ 2,745.03	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 245.03	\$ 2,745.03
12. Subcontracts/Agreements	\$ 14,000.00	\$ 2,356.40	\$ 16,356.40	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 2,356.40	\$ 16,356.40
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 875.00	\$ 167.49	\$ 1,042.49	\$ -	\$ -	\$ -	\$ 875.00	\$ 167.49	\$ 1,042.49
Interest	\$ -	\$ 4,884.41	\$ 4,884.41	\$ -	\$ -	\$ -	\$ -	\$ 4,884.41	\$ 4,884.41
TOTAL	\$ 237,632.66	\$ 40,860.34	\$ 278,493.00	\$ -	\$ -	\$ -	\$ 237,632.66	\$ 40,860.34	\$ 278,493.00

Indirect As A Percent of Direct

17.2%

Contractor Initials *RAT*
 Date *5/22/18*

Exhibit B-2, Budget Sheet

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Child and Family Services of NH (Hillsborough)

Budget Request for: Home Visiting

Budget Period: July 1, 2019 - June 30, 2020 (SFY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 150,578.28	\$ 23,018.68	\$ 173,596.96	\$ -	\$ -	\$ -	\$ 150,578.28	\$ 23,018.68	\$ 173,596.96
2. Employee Benefits	\$ 47,354.00	\$ 4,050.69	\$ 51,404.69	\$ -	\$ -	\$ -	\$ 47,354.00	\$ 4,050.69	\$ 51,404.69
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,865.09	\$ 1,865.09	\$ -	\$ -	\$ -	\$ -	\$ 1,865.09	\$ 1,865.09
Purchase/Depreciation	\$ 1,350.00	\$ 966.63	\$ 2,316.63	\$ -	\$ -	\$ -	\$ 1,350.00	\$ 966.63	\$ 2,316.63
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 525.38	\$ -	\$ 525.38	\$ -	\$ -	\$ -	\$ 525.38	\$ -	\$ 525.38
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 700.00	\$ 192.84	\$ 892.84	\$ -	\$ -	\$ -	\$ 700.00	\$ 192.84	\$ 892.84
6. Travel	\$ 8,000.00	\$ 395.46	\$ 8,395.46	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 395.46	\$ 8,395.46
7. Occupancy	\$ 8,000.00	\$ 1,372.13	\$ 9,372.13	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 1,372.13	\$ 9,372.13
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,850.00	\$ 599.08	\$ 3,449.08	\$ -	\$ -	\$ -	\$ 2,850.00	\$ 599.08	\$ 3,449.08
Postage	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 381.25	\$ 381.25	\$ -	\$ -	\$ -	\$ -	\$ 381.25	\$ 381.25
Board Expenses	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 385.16	\$ 385.16	\$ -	\$ -	\$ -	\$ -	\$ 385.16	\$ 385.16
11. Staff Education and Training	\$ 2,500.00	\$ 245.03	\$ 2,745.03	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 245.03	\$ 2,745.03
12. Subcontracts/Agreements	\$ 14,000.00	\$ 2,356.40	\$ 16,356.40	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 2,356.40	\$ 16,356.40
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 875.00	\$ 167.49	\$ 1,042.49	\$ -	\$ -	\$ -	\$ 875.00	\$ 167.49	\$ 1,042.49
Interest	\$ -	\$ 4,884.41	\$ 4,884.41	\$ -	\$ -	\$ -	\$ -	\$ 4,884.41	\$ 4,884.41
TOTAL	\$ 237,632.66	\$ 40,860.34	\$ 278,493.00	\$ -	\$ -	\$ -	\$ 237,632.66	\$ 40,860.34	\$ 278,493.00

Indirect As A Percent of Direct

17.2%

Contractor Initials: *Bar*
 Date: *5/22/19*

Exhibit B-3, Budget Sheet

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Child and Family Services of NH (Hillsborough)

Budget Request for: Home Visiting

Budget Period: July 1, 2020 - September 30, 2020 (3 Months of SFY 2021)

Line Item	Total Program Cost			Contractor Share/ Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 37,644.57	\$ 5,754.67	\$ 43,399.24	\$ -	\$ -	\$ -	\$ 37,644.57	\$ 5,754.67	\$ 43,399.24
2. Employee Benefits	\$ 11,838.50	\$ 1,012.67	\$ 12,851.17	\$ -	\$ -	\$ -	\$ 11,838.50	\$ 1,012.67	\$ 12,851.17
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 466.27	\$ 466.27	\$ -	\$ -	\$ -	\$ -	\$ 466.27	\$ 466.27
Purchase/Depreciation	\$ 337.50	\$ 241.66	\$ 579.16	\$ -	\$ -	\$ -	\$ 337.50	\$ 241.66	\$ 579.16
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 131.35	\$ -	\$ 131.35	\$ -	\$ -	\$ -	\$ 131.35	\$ -	\$ 131.35
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 175.00	\$ 48.21	\$ 223.21	\$ -	\$ -	\$ -	\$ 175.00	\$ 48.21	\$ 223.21
6. Travel	\$ 2,000.00	\$ 98.87	\$ 2,098.87	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 98.87	\$ 2,098.87
7. Occupancy	\$ 2,000.00	\$ 343.03	\$ 2,343.03	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 343.03	\$ 2,343.03
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 712.50	\$ 149.77	\$ 862.27	\$ -	\$ -	\$ -	\$ 712.50	\$ 149.77	\$ 862.27
Postage	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ 25.00	\$ -	\$ 25.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 90.31	\$ 90.31	\$ -	\$ -	\$ -	\$ -	\$ 90.31	\$ 90.31
Board Expenses	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 96.29	\$ 96.29	\$ -	\$ -	\$ -	\$ -	\$ 96.29	\$ 96.29
11. Staff Education and Training	\$ 625.00	\$ 61.26	\$ 686.26	\$ -	\$ -	\$ -	\$ 625.00	\$ 61.26	\$ 686.26
12. Subcontracts/Agreements	\$ 3,500.00	\$ 589.10	\$ 4,089.10	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 589.10	\$ 4,089.10
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 218.75	\$ 41.82	\$ 260.37	\$ -	\$ -	\$ -	\$ 218.75	\$ 41.82	\$ 260.37
Interest	\$ -	\$ 1,221.10	\$ 1,221.10	\$ -	\$ -	\$ -	\$ -	\$ 1,221.10	\$ 1,221.10
TOTAL	\$ 69,408.17	\$ 10,214.83	\$ 79,623.00	\$ -	\$ -	\$ -	\$ 69,408.17	\$ 10,214.83	\$ 79,623.00

Indirect As A Percent of Direct 17.2%

Contractor Initials *JAS*
 Date *5/22/18*

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Child and Family Services of NH (City of Manchester)

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost			Contractor Share/ Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 167,030.34	\$ 16,199.70	\$ 183,230.04	\$ -	\$ -	\$ -	\$ 167,030.34	\$ 16,199.70	\$ 183,230.04
2. Employee Benefits	\$ 39,838.66	\$ 2,850.72	\$ 42,689.38	\$ -	\$ -	\$ -	\$ 39,838.66	\$ 2,850.72	\$ 42,689.38
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,312.58	\$ 1,312.58	\$ -	\$ -	\$ -	\$ -	\$ 1,312.58	\$ 1,312.58
Purchase/Depreciation	\$ 1,500.00	\$ 680.28	\$ 2,180.28	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 680.28	\$ 2,180.28
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 409.00	\$ 135.71	\$ 544.71	\$ -	\$ -	\$ -	\$ 409.00	\$ 135.71	\$ 544.71
6. Travel	\$ 3,154.00	\$ 278.31	\$ 3,432.31	\$ -	\$ -	\$ -	\$ 3,154.00	\$ 278.31	\$ 3,432.31
7. Occupancy	\$ 9,342.00	\$ 965.65	\$ 10,307.65	\$ -	\$ -	\$ -	\$ 9,342.00	\$ 965.65	\$ 10,307.65
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,534.00	\$ 421.61	\$ 3,955.61	\$ -	\$ -	\$ -	\$ 3,534.00	\$ 421.61	\$ 3,955.61
Postage	\$ 104.00	\$ -	\$ 104.00	\$ -	\$ -	\$ -	\$ 104.00	\$ -	\$ 104.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,532.00	\$ 254.23	\$ 1,786.23	\$ -	\$ -	\$ -	\$ 1,532.00	\$ 254.23	\$ 1,786.23
Board Expenses	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 884.00	\$ 271.06	\$ 1,155.06	\$ -	\$ -	\$ -	\$ 884.00	\$ 271.06	\$ 1,155.06
11. Staff Education and Training	\$ 3,500.00	\$ 172.44	\$ 3,672.44	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 172.44	\$ 3,672.44
12. Subcontracts/Agreements	\$ 9,945.00	\$ 1,658.35	\$ 11,603.35	\$ -	\$ -	\$ -	\$ 9,945.00	\$ 1,658.35	\$ 11,603.35
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 875.00	\$ 117.89	\$ 992.89	\$ -	\$ -	\$ -	\$ 875.00	\$ 117.89	\$ 992.89
Interest	\$ -	\$ 3,437.47	\$ 3,437.47	\$ -	\$ -	\$ -	\$ -	\$ 3,437.47	\$ 3,437.47
TOTAL	\$ 242,648.00	\$ 28,756.00	\$ 271,404.00	\$ -	\$ -	\$ -	\$ 242,648.00	\$ 28,756.00	\$ 271,404.00

Indirect As A Percent of Direct 11.9%

Contractor Initials *ST*
 Date *5/27/18*

Exhibit B-5, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Child and Family Services of NH (City of Manchester)

Budget Request for: Home Visiting

Budget Period: July 1, 2019 - June 30, 2020 (SFY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 167,030.34	\$ 16,199.70	\$ 183,230.04	\$ -	\$ -	\$ -	\$ 167,030.34	\$ 16,199.70	\$ 183,230.04
2. Employee Benefits	\$ 39,838.66	\$ 2,850.72	\$ 42,689.38	\$ -	\$ -	\$ -	\$ 39,838.66	\$ 2,850.72	\$ 42,689.38
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,312.58	\$ 1,312.58	\$ -	\$ -	\$ -	\$ -	\$ 1,312.58	\$ 1,312.58
Purchase/Depreciation	\$ 1,500.00	\$ 680.28	\$ 2,180.28	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 680.28	\$ 2,180.28
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 409.00	\$ 135.71	\$ 544.71	\$ -	\$ -	\$ -	\$ 409.00	\$ 135.71	\$ 544.71
6. Travel	\$ 3,154.00	\$ 278.31	\$ 3,432.31	\$ -	\$ -	\$ -	\$ 3,154.00	\$ 278.31	\$ 3,432.31
7. Occupancy	\$ 9,342.00	\$ 965.85	\$ 10,307.85	\$ -	\$ -	\$ -	\$ 9,342.00	\$ 965.85	\$ 10,307.85
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,534.00	\$ 421.81	\$ 3,955.81	\$ -	\$ -	\$ -	\$ 3,534.00	\$ 421.81	\$ 3,955.81
Postage	\$ 104.00	\$ -	\$ 104.00	\$ -	\$ -	\$ -	\$ 104.00	\$ -	\$ 104.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,532.00	\$ 254.23	\$ 1,786.23	\$ -	\$ -	\$ -	\$ 1,532.00	\$ 254.23	\$ 1,786.23
Board Expenses	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 884.00	\$ 271.06	\$ 1,155.06	\$ -	\$ -	\$ -	\$ 884.00	\$ 271.06	\$ 1,155.06
11. Staff Education and Training	\$ 3,500.00	\$ 172.44	\$ 3,672.44	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 172.44	\$ 3,672.44
12. Subcontracts/Agreements	\$ 9,945.00	\$ 1,658.35	\$ 11,603.35	\$ -	\$ -	\$ -	\$ 9,945.00	\$ 1,658.35	\$ 11,603.35
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 875.00	\$ 117.89	\$ 992.89	\$ -	\$ -	\$ -	\$ 875.00	\$ 117.89	\$ 992.89
Interest	\$ -	\$ 3,437.47	\$ 3,437.47	\$ -	\$ -	\$ -	\$ -	\$ 3,437.47	\$ 3,437.47
TOTAL	\$ 242,648.00	\$ 28,756.00	\$ 271,404.00	\$ -	\$ -	\$ -	\$ 242,648.00	\$ 28,756.00	\$ 271,404.00

Indirect As A Percent of Direct

11.9%

Contractor Initials

BA
Date 5/22/18

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Child and Family Services of NH (City of Manchester)

Budget Request for: Home Visiting

Budget Period: July 1, 2020 - September 30, 2020 (3 Months of SFY 2021)

Line Item	Total Program Cost			Contractor Share* Match			Funded by BHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 41,757.59	\$ 4,049.93	\$ 45,807.51	\$ -	\$ -	\$ -	\$ 41,757.59	\$ 4,049.93	\$ 45,807.51
2. Employee Benefits	\$ 9,959.67	\$ 712.68	\$ 10,672.35	\$ -	\$ -	\$ -	\$ 9,959.67	\$ 712.68	\$ 10,672.35
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 328.15	\$ 328.15	\$ -	\$ -	\$ -	\$ -	\$ 328.15	\$ 328.15
Purchase/Depreciation	\$ 375.00	\$ 170.07	\$ 545.07	\$ -	\$ -	\$ -	\$ 375.00	\$ 170.07	\$ 545.07
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 102.25	\$ 33.93	\$ 136.18	\$ -	\$ -	\$ -	\$ 102.25	\$ 33.93	\$ 136.18
6. Travel	\$ 788.50	\$ 69.58	\$ 858.08	\$ -	\$ -	\$ -	\$ 788.50	\$ 69.58	\$ 858.08
7. Occupancy	\$ 2,335.50	\$ 241.41	\$ 2,576.91	\$ -	\$ -	\$ -	\$ 2,335.50	\$ 241.41	\$ 2,576.91
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 883.50	\$ 105.40	\$ 988.90	\$ -	\$ -	\$ -	\$ 883.50	\$ 105.40	\$ 988.90
Postage	\$ 28.00	\$ -	\$ 28.00	\$ -	\$ -	\$ -	\$ 28.00	\$ -	\$ 28.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 383.00	\$ 63.58	\$ 446.58	\$ -	\$ -	\$ -	\$ 383.00	\$ 63.58	\$ 446.58
Board Expenses	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 221.00	\$ 67.77	\$ 288.77	\$ -	\$ -	\$ -	\$ 221.00	\$ 67.77	\$ 288.77
11. Staff Education and Training	\$ 875.00	\$ 43.11	\$ 918.11	\$ -	\$ -	\$ -	\$ 875.00	\$ 43.11	\$ 918.11
12. Subcontracts/Agreements	\$ 2,488.25	\$ 414.59	\$ 2,900.84	\$ -	\$ -	\$ -	\$ 2,488.25	\$ 414.59	\$ 2,900.84
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 218.75	\$ 29.47	\$ 248.22	\$ -	\$ -	\$ -	\$ 218.75	\$ 29.47	\$ 248.22
Interest	\$ -	\$ 859.37	\$ 859.37	\$ -	\$ -	\$ -	\$ -	\$ 859.37	\$ 859.37
TOTAL	\$ 60,662.00	\$ 7,189.00	\$ 67,851.00	\$ -	\$ -	\$ -	\$ 60,662.00	\$ 7,189.00	\$ 67,851.00

Indirect As A Percent of Direct

11.9%

Contractor Initials *CAF*
 Date *5/22/18*

Exhibit B-7, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Child and Family Services of NH (Merrimack)

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 136,660.02	\$ 20,839.65	\$ 157,499.67	\$ -	\$ -	\$ -	\$ 136,660.02	\$ 20,839.65	\$ 157,499.67
2. Employee Benefits	\$ 37,854.00	\$ 3,667.24	\$ 41,521.24	\$ -	\$ -	\$ -	\$ 37,854.00	\$ 3,667.24	\$ 41,521.24
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,688.53	\$ 1,688.53	\$ -	\$ -	\$ -	\$ -	\$ 1,688.53	\$ 1,688.53
Purchase/Depreciation	\$ 900.00	\$ 875.13	\$ 1,775.13	\$ -	\$ -	\$ -	\$ 900.00	\$ 875.13	\$ 1,775.13
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 700.00	\$ 174.58	\$ 874.58	\$ -	\$ -	\$ -	\$ 700.00	\$ 174.58	\$ 874.58
6. Travel	\$ 11,661.00	\$ 358.03	\$ 12,019.03	\$ -	\$ -	\$ -	\$ 11,661.00	\$ 358.03	\$ 12,019.03
7. Occupancy	\$ 10,696.98	\$ 1,242.24	\$ 11,939.22	\$ -	\$ -	\$ -	\$ 10,696.98	\$ 1,242.24	\$ 11,939.22
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,850.00	\$ 542.37	\$ 3,392.37	\$ -	\$ -	\$ -	\$ 2,850.00	\$ 542.37	\$ 3,392.37
Postage	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 327.05	\$ 327.05	\$ -	\$ -	\$ -	\$ -	\$ 327.05	\$ 327.05
Board Expenses	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ 348.70	\$ 848.70	\$ -	\$ -	\$ -	\$ 500.00	\$ 348.70	\$ 848.70
11. Staff Education and Training	\$ 3,700.00	\$ 221.83	\$ 3,921.83	\$ -	\$ -	\$ -	\$ 3,700.00	\$ 221.83	\$ 3,921.83
12. Subcontracts/Agreements	\$ 7,000.00	\$ 2,133.33	\$ 9,133.33	\$ -	\$ -	\$ -	\$ 7,000.00	\$ 2,133.33	\$ 9,133.33
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 750.00	\$ 151.85	\$ 901.85	\$ -	\$ -	\$ -	\$ 750.00	\$ 151.85	\$ 901.85
Interest	\$ -	\$ 4,421.67	\$ 4,421.67	\$ -	\$ -	\$ -	\$ -	\$ 4,421.67	\$ 4,421.67
TOTAL	\$ 215,172.00	\$ 36,992.00	\$ 252,164.00	\$ -	\$ -	\$ -	\$ 215,172.00	\$ 36,992.00	\$ 252,164.00

Indirect As A Percent of Direct

17.2%

Exhibit B-8, Budget Sheet

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Child and Family Services of NH (Merrimack)

Budget Request for: Home Visiting

Budget Period: July 1, 2019 - June 30, 2020 (SFY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract, share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 136,660.02	\$ 20,839.65	\$ 157,499.67	\$ -	\$ -	\$ -	\$ 136,660.02	\$ 20,839.65	\$ 157,499.67
2. Employee Benefits	\$ 37,854.00	\$ 3,667.24	\$ 41,521.24	\$ -	\$ -	\$ -	\$ 37,854.00	\$ 3,667.24	\$ 41,521.24
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,688.53	\$ 1,688.53	\$ -	\$ -	\$ -	\$ -	\$ 1,688.53	\$ 1,688.53
Purchase/Depreciation	\$ 900.00	\$ 875.13	\$ 1,775.13	\$ -	\$ -	\$ -	\$ 900.00	\$ 875.13	\$ 1,775.13
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 700.00	\$ 174.58	\$ 874.58	\$ -	\$ -	\$ -	\$ 700.00	\$ 174.58	\$ 874.58
6. Travel	\$ 11,661.00	\$ 358.03	\$ 12,019.03	\$ -	\$ -	\$ -	\$ 11,661.00	\$ 358.03	\$ 12,019.03
7. Occupancy	\$ 10,696.98	\$ 1,242.24	\$ 11,939.22	\$ -	\$ -	\$ -	\$ 10,696.98	\$ 1,242.24	\$ 11,939.22
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,850.00	\$ 542.37	\$ 3,392.37	\$ -	\$ -	\$ -	\$ 2,850.00	\$ 542.37	\$ 3,392.37
Postage	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 327.05	\$ 327.05	\$ -	\$ -	\$ -	\$ -	\$ 327.05	\$ 327.05
Board Expenses	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ 348.70	\$ 848.70	\$ -	\$ -	\$ -	\$ 500.00	\$ 348.70	\$ 848.70
11. Staff Education and Training	\$ 3,700.00	\$ 221.83	\$ 3,921.83	\$ -	\$ -	\$ -	\$ 3,700.00	\$ 221.83	\$ 3,921.83
12. Subcontracts/Agreements	\$ 7,000.00	\$ 2,133.33	\$ 9,133.33	\$ -	\$ -	\$ -	\$ 7,000.00	\$ 2,133.33	\$ 9,133.33
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 750.00	\$ 151.65	\$ 901.65	\$ -	\$ -	\$ -	\$ 750.00	\$ 151.65	\$ 901.65
Interest	\$ -	\$ 4,421.67	\$ 4,421.67	\$ -	\$ -	\$ -	\$ -	\$ 4,421.67	\$ 4,421.67
TOTAL	\$ 215,172.00	\$ 36,992.00	\$ 252,164.00	\$ -	\$ -	\$ -	\$ 215,172.00	\$ 36,992.00	\$ 252,164.00

Indirect As A Percent of Direct

17.2%

Contractor Initials *JAF*
 Date *5/22/18*

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Child and Family Services of NH (Merrimack)

Budget Request for: Home Visiting

Budget Period: July 1, 2020 - September 30, 2020 (3 Months of 9FY 2021)

Line Item	Total Program Cost			Contractor Share/ Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 34,165.01	\$ 5,209.91	\$ 39,374.92	\$ -	\$ -	\$ -	\$ 34,165.01	\$ 5,209.91	\$ 39,374.92
2. Employee Benefits	\$ 9,483.50	\$ 918.81	\$ 10,380.31	\$ -	\$ -	\$ -	\$ 9,483.50	\$ 918.81	\$ 10,380.31
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 422.13	\$ 422.13	\$ -	\$ -	\$ -	\$ -	\$ 422.13	\$ 422.13
Purchase/Depreciation	\$ 225.00	\$ 218.78	\$ 443.78	\$ -	\$ -	\$ -	\$ 225.00	\$ 218.78	\$ 443.78
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 175.00	\$ 43.65	\$ 218.65	\$ -	\$ -	\$ -	\$ 175.00	\$ 43.65	\$ 218.65
6. Travel	\$ 2,915.25	\$ 89.51	\$ 3,004.76	\$ -	\$ -	\$ -	\$ 2,915.25	\$ 89.51	\$ 3,004.76
7. Occupancy	\$ 2,674.25	\$ 310.58	\$ 2,984.81	\$ -	\$ -	\$ -	\$ 2,674.25	\$ 310.58	\$ 2,984.81
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 712.50	\$ 135.59	\$ 848.09	\$ -	\$ -	\$ -	\$ 712.50	\$ 135.59	\$ 848.09
Postage	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ 25.00	\$ -	\$ 25.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 81.78	\$ 81.78	\$ -	\$ -	\$ -	\$ -	\$ 81.78	\$ 81.78
Board Expenses	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 125.00	\$ 87.18	\$ 212.18	\$ -	\$ -	\$ -	\$ 125.00	\$ 87.18	\$ 212.18
11. Staff Education and Training	\$ 925.00	\$ 55.46	\$ 980.46	\$ -	\$ -	\$ -	\$ 925.00	\$ 55.46	\$ 980.46
12. Subcontracts/Agreements	\$ 1,750.00	\$ 533.33	\$ 2,283.33	\$ -	\$ -	\$ -	\$ 1,750.00	\$ 533.33	\$ 2,283.33
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 187.50	\$ 37.91	\$ 225.41	\$ -	\$ -	\$ -	\$ 187.50	\$ 37.91	\$ 225.41
Interest	\$ -	\$ 1,105.42	\$ 1,105.42	\$ -	\$ -	\$ -	\$ -	\$ 1,105.42	\$ 1,105.42
TOTAL	\$ 53,793.00	\$ 9,248.00	\$ 63,041.00	\$ -	\$ -	\$ -	\$ 53,793.00	\$ 9,248.00	\$ 63,041.00

Indirect As A Percent of Direct

17.2%

Contractor Initials *JAF*
 Date *5/22/18*

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Child and Family Services of NH (Rockingham)

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 100,809.08	\$ 15,802.50	\$ 116,411.58	\$ -	\$ -	\$ -	\$ 100,809.08	\$ 15,802.50	\$ 116,411.58
2. Employee Benefits	\$ 21,960.00	\$ 2,745.63	\$ 24,705.63	\$ -	\$ -	\$ -	\$ 21,960.00	\$ 2,745.63	\$ 24,705.63
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,264.19	\$ 1,264.19	\$ -	\$ -	\$ -	\$ -	\$ 1,264.19	\$ 1,264.19
Purchase/Depreciation	\$ 450.00	\$ 655.20	\$ 1,105.20	\$ -	\$ -	\$ -	\$ 450.00	\$ 655.20	\$ 1,105.20
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 700.00	\$ 130.71	\$ 830.71	\$ -	\$ -	\$ -	\$ 700.00	\$ 130.71	\$ 830.71
6. Travel	\$ 8,200.00	\$ 268.08	\$ 8,468.08	\$ -	\$ -	\$ -	\$ 8,200.00	\$ 268.08	\$ 8,468.08
7. Occupancy	\$ 7,000.00	\$ 930.05	\$ 7,930.05	\$ -	\$ -	\$ -	\$ 7,000.00	\$ 930.05	\$ 7,930.05
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,800.00	\$ 406.07	\$ 2,206.07	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 406.07	\$ 2,206.07
Postage	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 244.88	\$ 244.88	\$ -	\$ -	\$ -	\$ -	\$ 244.88	\$ 244.88
Board Expenses	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ 261.07	\$ 761.07	\$ -	\$ -	\$ -	\$ 500.00	\$ 261.07	\$ 761.07
11. Staff Education and Training	\$ 3,000.00	\$ 168.08	\$ 3,168.08	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 168.08	\$ 3,168.08
12. Subcontracts/Agreements	\$ 9,926.00	\$ 1,597.21	\$ 11,523.21	\$ -	\$ -	\$ -	\$ 9,926.00	\$ 1,597.21	\$ 11,523.21
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 875.00	\$ 113.54	\$ 988.54	\$ -	\$ -	\$ -	\$ 875.00	\$ 113.54	\$ 988.54
Interest	\$ -	\$ 3,310.73	\$ 3,310.73	\$ -	\$ -	\$ -	\$ -	\$ 3,310.73	\$ 3,310.73
TOTAL	\$ 157,120.08	\$ 27,895.92	\$ 184,816.00	\$ -	\$ -	\$ -	\$ 157,120.08	\$ 27,895.92	\$ 184,816.00

Indirect As A Percent of Direct

17.8%

Contractor Initials

RAF

Date

5/22/18

Exhibit B-11, Budget Sheet

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Child and Family Services of NH (Rockingham)

Budget Request for: Home Visiting

Budget Period: July 1, 2019 - June 30, 2020 (SFY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DPHHS Contract Share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 100,809.08	\$ 15,602.50	\$ 116,411.58	\$ -	\$ -	\$ -	\$ 100,809.08	\$ 15,602.50	\$ 116,411.58
2. Employee Benefits	\$ 21,960.00	\$ 2,745.63	\$ 24,705.63	\$ -	\$ -	\$ -	\$ 21,960.00	\$ 2,745.63	\$ 24,705.63
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,284.19	\$ 1,284.19	\$ -	\$ -	\$ -	\$ -	\$ 1,284.19	\$ 1,284.19
Purchase/Depreciation	\$ 450.00	\$ 655.20	\$ 1,105.20	\$ -	\$ -	\$ -	\$ 450.00	\$ 655.20	\$ 1,105.20
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 700.00	\$ 130.71	\$ 830.71	\$ -	\$ -	\$ -	\$ 700.00	\$ 130.71	\$ 830.71
6. Travel	\$ 8,200.00	\$ 268.08	\$ 8,468.08	\$ -	\$ -	\$ -	\$ 8,200.00	\$ 268.08	\$ 8,468.08
7. Occupancy	\$ 7,000.00	\$ 930.05	\$ 7,930.05	\$ -	\$ -	\$ -	\$ 7,000.00	\$ 930.05	\$ 7,930.05
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,800.00	\$ 406.07	\$ 2,206.07	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 406.07	\$ 2,206.07
Postage	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 244.88	\$ 244.88	\$ -	\$ -	\$ -	\$ -	\$ 244.88	\$ 244.88
Board Expenses	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ 261.07	\$ 761.07	\$ -	\$ -	\$ -	\$ 500.00	\$ 261.07	\$ 761.07
11. Staff Education and Training	\$ 3,000.00	\$ 166.08	\$ 3,166.08	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 166.08	\$ 3,166.08
12. Subcontracts/Agreements	\$ 9,926.00	\$ 1,597.21	\$ 11,523.21	\$ -	\$ -	\$ -	\$ 9,926.00	\$ 1,597.21	\$ 11,523.21
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 875.00	\$ 113.54	\$ 988.54	\$ -	\$ -	\$ -	\$ 875.00	\$ 113.54	\$ 988.54
Interest	\$ -	\$ 3,310.73	\$ 3,310.73	\$ -	\$ -	\$ -	\$ -	\$ 3,310.73	\$ 3,310.73
TOTAL	\$ 157,120.08	\$ 27,695.92	\$ 184,816.00	\$ -	\$ -	\$ -	\$ 157,120.08	\$ 27,695.92	\$ 184,816.00

Indirect As A Percent of Direct

17.6%

Contractor Initials *RAF*
 Date *5/10/18*

Exhibit B-12, Budget Sheet

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Child and Family Services of NH (Rockingham)

Budget Request for: Home Visiting

Budget Period: July 1, 2020 - September 30, 2020 (3 Months of SFY 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by BHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 25,202.27	\$ 3,900.63	\$ 29,102.90	\$ -	\$ -	\$ -	\$ 25,202.27	\$ 3,900.63	\$ 29,102.90
2. Employee Benefits	\$ 5,490.00	\$ 886.41	\$ 6,176.41	\$ -	\$ -	\$ -	\$ 5,490.00	\$ 886.41	\$ 6,176.41
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 316.05	\$ 316.05	\$ -	\$ -	\$ -	\$ -	\$ 316.05	\$ 316.05
Purchase/Depreciation	\$ 112.50	\$ 163.80	\$ 276.30	\$ -	\$ -	\$ -	\$ 112.50	\$ 163.80	\$ 276.30
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 175.00	\$ 32.68	\$ 207.68	\$ -	\$ -	\$ -	\$ 175.00	\$ 32.68	\$ 207.68
6. Travel	\$ 2,050.00	\$ 67.02	\$ 2,117.02	\$ -	\$ -	\$ -	\$ 2,050.00	\$ 67.02	\$ 2,117.02
7. Occupancy	\$ 1,750.00	\$ 232.51	\$ 1,982.51	\$ -	\$ -	\$ -	\$ 1,750.00	\$ 232.51	\$ 1,982.51
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 450.00	\$ 101.52	\$ 551.52	\$ -	\$ -	\$ -	\$ 450.00	\$ 101.52	\$ 551.52
Postage	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ 25.00	\$ -	\$ 25.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 61.22	\$ 61.22	\$ -	\$ -	\$ -	\$ -	\$ 61.22	\$ 61.22
Board Expenses	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 125.00	\$ 65.27	\$ 190.27	\$ -	\$ -	\$ -	\$ 125.00	\$ 65.27	\$ 190.27
11. Staff Education and Training	\$ 750.00	\$ 41.52	\$ 791.52	\$ -	\$ -	\$ -	\$ 750.00	\$ 41.52	\$ 791.52
12. Subcontracts/Agreements	\$ 2,481.50	\$ 399.30	\$ 2,880.80	\$ -	\$ -	\$ -	\$ 2,481.50	\$ 399.30	\$ 2,880.80
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues/Accreditation	\$ 218.75	\$ 28.39	\$ 247.14	\$ -	\$ -	\$ -	\$ 218.75	\$ 28.39	\$ 247.14
Interest	\$ -	\$ 827.68	\$ 827.68	\$ -	\$ -	\$ -	\$ -	\$ 827.68	\$ 827.68
TOTAL	\$ 39,280.02	\$ 6,923.98	\$ 46,204.00	\$ -	\$ -	\$ -	\$ 39,280.02	\$ 6,923.98	\$ 46,204.00

Indirect As A Percent of Direct

17.6%

Contractor Initials BA
 Date 5/22/18



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.

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

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

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

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

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

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

3. **Renewal:**

The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval by the Governor and Executive Council.



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

SA
5/22/18

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.

5/22/18
Date

Contractor Name: Child and Family Services of NH
[Signature]
Name: GAELA ALVARO DE TORRES
Title: President of CFS



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, 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: Child and Family Service of NH

Name: Erika Alvarez de Toledo
Title: President of CEO

5/22/18
Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

5/12/18
Date

Contractor Name: Child and family service of NH
[Signature]
Name: Soija Alvarez de Toledo
Title: President CEO

Contractor Initials RA
Date 5/12/18



**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

[Handwritten Signature]

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.

5/22/18
Date

Contractor Name: Child and Family Services of NH
[Signature]
Name: Luisa Alvarez de Toledo
Title: President & CEO

Exhibit G

Contractor Initials

LA

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.

5/22/18
Date

Contractor Name: Child and Family Services of NH
[Signature]
Name: Enja Alvarez de Toledo
Title: President & CEO



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.

JA

5/22/18



Exhibit I

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

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

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

BAT

5/22/18



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

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

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPMS
Title of Authorized Representative

5/24/18
Date

CHILD AND FAMILY SERVICES N.H.
Name of the Contractor

[Signature]
Signature of Authorized Representative

SYDIA ALVARO DE TORO
Name of Authorized Representative

President & CEO
Title of Authorized Representative

5/22/18
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: Child and Family Services of NH

Name: Silvia Alvarez de Toledo

Title: President & CEO

5/22/18
Date

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 09-550-5905
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

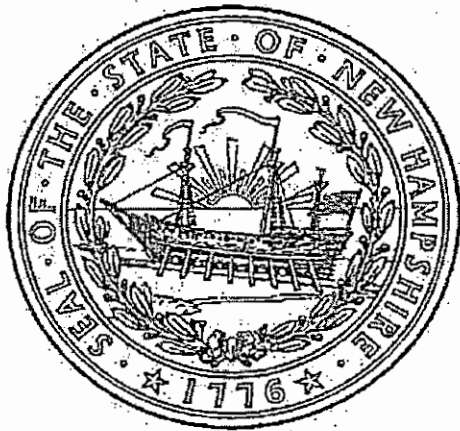
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1914. 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: 62585



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of December A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, WILLIAM CONRAD, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of CHILD AND FAMILY SERVICES OF NH
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of
the Agency duly held on 1/28/2014:
(Date)

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its
Department of Health and Human Services.

RESOLVED: That the PRESIDENT AND CEO
(Title of Contract Signatory)

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

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 22nd day of May, 2018.

[Signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 22nd day of May, 2018.

By William Conrad
(Name of Elected Officer of the Agency)

Marybeth D'Amico
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 2/7/23





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2018

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 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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Andrea Nicklin	
	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: anicklin@crossagency.com	
INSURED Child & Family Services of New Hampshire Po Box 448 Manchester NH 03105	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Ins Co	18058
	INSURER B: Granite State Health Care and Human	
	INSURER C: Travelers Casualty & Surety Co of	31194
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17-18 All/18-19 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1672681	7/1/2017	7/1/2018	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 checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1672681	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			PHUB589194	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
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/A	HCHS20180000014 (3a.) NH All officers included	2/1/2018	2/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Fidelity & Forgery			105912196	4/1/2017	4/1/2018	Limit \$500,000
A	Professional Liability			PHPK1672681	7/1/2017	7/1/2018	Aggregate \$2,000,000

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

CERTIFICATE HOLDER

State of NH
DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

T Franggos/JSC

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tel 603-518-4000 fax 603-668-6260
toll free 800-640-6486 www.cfsnh.org

MISSION STATEMENT

Child and Family Services is dedicated to advancing the well-being of children by providing an array of services to strengthen family life and by promoting community commitment to the needs of children.

Child and Family Services of New Hampshire

Consolidated Financial Statements

For the Year Ended December 31, 2017

(With Independent Auditors' Report Thereon)

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Independent Auditors' Report

To the Board of Trustees
Child and Family Services of New Hampshire

Additional Offices:

Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Child and Family Services of New Hampshire, which comprise the consolidated statement of financial position as of December 31, 2017, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated 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 consolidated financial statements referred to above present fairly, in all material respects, the financial position of Child and Family Services of New Hampshire as of December 31, 2017, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Child and Family Services of New Hampshire's 2016 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated March 28, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2016 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedule of Operating Expenses is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 27, 2018 on our consideration of Child and Family Services of New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

Melanson Heath

March 27, 2018

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Financial Position
December 31, 2017

(with comparative totals as of December 31, 2016)

<u>ASSETS</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
Current Assets:					
Cash and cash equivalents	\$ 223,209	\$ 667,222	\$ -	\$ 890,431	\$ 1,032,696
Accounts receivable, net	884,748	-	-	884,748	603,415
Prepaid expenses	241,546	-	-	241,546	201,052
Contributions receivable	40,000	-	-	40,000	40,000
Total Current Assets	1,389,503	667,222	-	2,056,725	1,877,163
Investments	15,309,844	657,676	1,662,689	17,630,209	15,900,471
Beneficial interest held in trust	-	-	1,867,906	1,867,906	1,735,979
Property and equipment, net	5,340,055	926,307	-	6,266,362	6,321,651
TOTAL ASSETS	\$ 22,039,402	\$ 2,251,205	\$ 3,530,595	\$ 27,821,202	\$ 25,835,264
 <u>LIABILITIES AND NET ASSETS</u>					
Current Liabilities:					
Accounts payable	\$ 95,667	\$ -	\$ -	\$ 95,667	\$ 126,770
Accrued payroll and related expenses	666,502	-	-	666,502	816,144
Other liabilities	69,062	-	-	69,062	21,387
Bonds payable	140,000	-	-	140,000	135,000
Total Current Liabilities	971,231	-	-	971,231	1,099,301
Bonds payable, net of current portion	4,205,000	-	-	4,205,000	4,345,005
Deferred loans - NHHFA	1,250,000	-	-	1,250,000	1,250,000
Interest rate swap agreements	1,062,342	-	-	1,062,342	1,168,384
TOTAL LIABILITIES	7,488,573	-	-	7,488,573	7,862,690
Net Assets:					
Donor restricted	-	2,251,205	3,530,595	5,781,800	5,132,659
Board designated	15,309,844	-	-	15,309,844	14,027,737
Unrestricted	(759,015)	-	-	(759,015)	(1,187,822)
Total Net Assets	14,550,829	2,251,205	3,530,595	20,332,629	17,972,574
TOTAL LIABILITIES AND NET ASSETS	\$ 22,039,402	\$ 2,251,205	\$ 3,530,595	\$ 27,821,202	\$ 25,835,264

The accompanying notes are an integral part of these financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Activities
For the Year Ended December 31, 2017
(with comparative totals for the year ended December 31, 2016)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
Support and Revenue:					
Support:					
Contributions	\$ 376,950	\$ 1,080,728	\$ 265,005	\$ 1,722,683	\$ 1,203,158
Government grants	6,979,130	-	-	6,979,130	7,142,337
In-kind contributions	159,343	-	-	159,343	226,102
Income from special events; net	392,160	-	-	392,160	322,062
Revenue:					
Service fees	2,532,863	-	-	2,532,863	1,704,326
Other	32,023	-	-	32,023	14,630
Net assets released from restriction:					
Program releases	929,740	(929,740)	-	-	-
Capital campaign releases	81,405	(81,405)	-	-	-
Endowment releases	75,206	(75,206)	-	-	-
Endowment transfer to support operations	694,255	-	-	694,255	735,308
Total Support and Revenue	<u>12,253,075</u>	<u>(5,623)</u>	<u>265,005</u>	<u>12,512,457</u>	<u>11,347,923</u>
Operating Expenses:					
Program services	10,374,824	-	-	10,374,824	9,975,559
Management and general	1,350,475	-	-	1,350,475	1,252,586
Fundraising	397,992	-	-	397,992	462,536
Total Operating Expenses	<u>12,123,291</u>	<u>-</u>	<u>-</u>	<u>12,123,291</u>	<u>11,690,681</u>
Change in net assets before non-operating items	129,784	(5,623)	265,005	389,166	(342,758)
Non-Operating Items:					
Investment income (loss)	2,168,644	257,832	-	2,426,476	1,156,056
Unrealized gain (loss) on interest rate swap	106,042	-	-	106,042	138,439
Change in beneficial interest	-	-	131,927	131,927	(119)
Interest income	699	-	-	699	12
Endowment transfer to support operations	(694,255)	-	-	(694,255)	(735,308)
Total Non-Operating Items	<u>1,581,130</u>	<u>257,832</u>	<u>131,927</u>	<u>1,970,889</u>	<u>559,080</u>
Change in net assets	1,710,914	252,209	396,932	2,360,055	216,322
Net Assets, Beginning of Year	<u>12,839,915</u>	<u>1,998,996</u>	<u>3,133,663</u>	<u>17,972,574</u>	<u>17,756,252</u>
Net Assets, End of Year	<u>\$ 14,550,829</u>	<u>\$ 2,251,205</u>	<u>\$ 3,530,595</u>	<u>\$ 20,332,629</u>	<u>\$ 17,972,574</u>

The accompanying notes are an integral part of these financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Functional Expenses
For the Year Ended December 31, 2017
(with comparative totals for the year ended December 31, 2016)

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>2017 Total</u>	<u>2016 Total</u>
Personnel expense:					
Salaries and wages	\$ 5,842,108	\$ 821,492	\$ 265,130	\$ 6,928,730	\$ 6,669,191
Employee benefits	680,093	75,328	25,925	781,346	624,248
Payroll related costs	646,231	73,785	31,004	751,020	691,003
Mileage reimbursement	418,205	2,363	959	421,527	415,527
Contracted services	485,786	44,338	16,950	547,074	537,359
Subtotal personnel expense	<u>8,072,423</u>	<u>1,017,306</u>	<u>339,968</u>	<u>9,429,697</u>	<u>8,937,328</u>
Accounting	-	30,330	-	30,330	28,650
Assistance to individuals	744,299	-	-	744,299	681,368
Communications	145,684	3,950	5,312	154,946	149,797
Conferences, conventions, meetings	29,850	12,376	3,493	45,719	62,030
Depreciation	248,160	68,590	-	316,750	322,236
In kind contributions	135,809	23,594	-	159,403	226,102
Insurance	64,583	7,550	2,545	74,678	75,539
Interest	229,449	70,600	-	300,049	291,014
Legal	-	27,320	-	27,320	54,911
Membership dues	18,203	20,019	2,404	40,626	29,614
Miscellaneous	30,645	10,129	2,291	43,065	142,533
Occupancy	393,419	24,954	8,195	426,568	397,580
Printing and publications	33,999	4,097	30,005	68,101	63,800
Rental and equipment maintenance	86,533	21,602	1,334	109,469	103,322
Supplies	82,804	7,879	2,303	92,986	73,795
Travel	58,964	179	142	59,285	51,062
Total Functional Expenses	<u>\$ 10,374,824</u>	<u>\$ 1,350,475</u>	<u>\$ 397,992</u>	<u>\$ 12,123,291</u>	<u>\$ 11,690,681</u>

The accompanying notes are an integral part of these financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Cash Flows
For the Year Ended December 31, 2017
(with comparative totals for the year ended December 31, 2016)

	<u>2017</u>	<u>2016</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 2,360,055	\$ 216,322
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	316,750	322,236
Restricted contributions	(265,005)	(12,066)
Realized (gain) loss on investments	60,566	(363,382)
Unrealized (gain) loss on investments	(2,049,713)	(546,408)
Change in beneficial interest in trust	(131,927)	119
Change in interest rate swap	(106,042)	(138,439)
Changes in operating assets and liabilities:		
Accounts receivable	(281,333)	58,729
Prepaid expenses	(40,494)	(1,332)
Contributions receivable	-	(40,000)
Accounts payable	(31,103)	(57,023)
Accrued expenses	(149,642)	259,691
Other liabilities	47,675	-
Net Cash Provided (Used) By Operating Activities	<u>(270,213)</u>	<u>(301,553)</u>
Cash Flows From Investing Activities:		
Purchases of investments	(15,732,031)	(144,705)
Proceeds from sale of investments	15,991,440	684,043
Purchase of fixed assets	<u>(261,461)</u>	<u>(118,812)</u>
Net Cash Provided (Used) By Investing Activities	(2,052)	420,526
Cash Flows From Financing Activities:		
Restricted contributions	265,005	12,066
Payment of long term debt	<u>(135,005)</u>	<u>(125,000)</u>
Net Cash Provided (Used) By Financing Activities	<u>130,000</u>	<u>(112,934)</u>
Net Change in Cash and Cash Equivalents	(142,265)	6,039
Cash and Cash Equivalents, Beginning	<u>1,032,696</u>	<u>1,026,657</u>
Cash and Cash Equivalents, Ending	<u>\$ 890,431</u>	<u>\$ 1,032,696</u>
SUPPLEMENTAL INFORMATION:		
Interest Paid	<u>\$ 300,049</u>	<u>\$ 291,014</u>

The accompanying notes are an integral part of these financial statements.

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Notes to Consolidated Financial Statements
For the Year Ended December 31, 2017

1. Description of Organization

Child and Family Services of New Hampshire (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 20,000 individuals, statewide, through an array of social services.

These services span the life cycle from prenatal to seniors, and can be grouped into four basic categories:

1. **Early Childhood – Family Support & Education Services**

Over 4,500 parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Over 500 young children starting life at a disadvantage received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

Early Support and Services – Early Support and Services provides family-centered support and therapies to infants and toddlers who have developmental disabilities, delays or are at risk of developmental delays. Services work to optimize babies' cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, day care, playground, etc.).

Home Visiting Services – A number of different prevention programs are offered in the home during those critical early years of a child's life. A spectrum of services includes support to new mothers and those struggling to parent; services for children with chronic health conditions; prenatal services for babies being born at a disadvantage into low-income families; and programs to encourage positive early parent/child relationships and promote optimal early childhood development. Services are provided by nurses, social workers, developmental specialists, occupational therapists, health educators, and home visitors.

Adoption – A licensed child-placing agency, the Organization has been forming families through adoption since 1914. The Organization's adoption professionals provide home studies and adoption services for families looking to adopt and provide counselling and support to birth-parents who are considering the adoption option.

2. Children, Youth, and Family - Intervention and Treatment Programs

The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents and young adults. Programs are delivered in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

Foster care – The Organization works with the State of New Hampshire in placing children who have been rescued from dangerous home environments, into safe, stable, loving homes. The Organization recruits and supports foster families and works to facilitate permanency for each child.

Home Based Services – The Organization has a number of programs provided in the family home that are designed to help families who are struggling through daily life - where children are at risk. Services work to thwart domestic violence, rebuild families, and to improve family functioning. The Organization empowers families with the skills and resources they need to provide for their children and become self-sufficient.

3. Runaway and Homeless Youth Services

The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

4. Senior Care and Independent Living

The Organization helps seniors and individuals with chronic illness or disability to live at home safely and with dignity, and to maintain quality of life. Under the title of Home Care, services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

Additionally, the Organization runs two unique programs:

Camp Spaulding – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily operations and summer programming. This collaboration will combine a 96 year camp history, an exceptional facility, strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

The New Hampshire Children's Lobby – Established in 1971, the New Hampshire Children's Lobby is the advocacy wing of Child and Family Services. The program's mission is to improve the lives of children and families through legislative, judicial, and public policy initiatives. This combination of advocacy and direct service practice uniquely positions the Organization to serve the best interest of New Hampshire children.

2. Significant Accounting Policies

The Organization prepares its consolidated financial statements in accordance with Generally Accepted Accounting Principles promulgated in the United States of America (GAAP) for nonprofit organizations. The significant accounting and reporting policies used by the Organization are described subsequently to enhance the usefulness and understandability of the consolidated financial statements.

Net Assets

The consolidated financial statements report net assets and changes in net assets in three classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

Unrestricted Net Assets

Unrestricted net assets are resources available to support operations. The only limits on the use of unrestricted net assets are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its organizing documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Temporarily Restricted Net Assets

Temporarily restricted net assets are resources that are restricted by donors for use for a particular purpose or in a particular future period. The Organization's unspent contributions are classified in this net asset class if

the donor limited their use, as are the unspent appreciation of its donor-restricted endowment funds.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the consolidated financial statements by reclassifying the net assets from temporarily restricted to unrestricted net assets.

Permanently Restricted Net Assets

Permanently restricted net assets are resources whose use by the Organization is limited by donor-imposed restrictions that neither expire by being used in accordance with a donor's restriction nor by the passage of time. The portion of the Organization's donor-restricted funds that must be maintained in perpetuity is classified in this net asset class, as is the Organization's beneficial interest in perpetual charitable trusts. Unless restricted by the donor, income earned on permanently restricted net assets is expendable to support operations, subject to certain restrictions.

All revenues and net gains are reported as increases in unrestricted net assets in the Statement of Activities unless the use of the related resources is subject to temporary or permanent donor restrictions. All expenses and net losses, other than losses on endowment investments, are reported as decreases in unrestricted net assets. Net losses on endowment investments reduce temporarily restricted net assets to the extent that temporarily restricted net gains from prior years are unspent and classified there; remaining losses are classified as decreases in unrestricted net assets. If an endowment fund has no net gains from prior years, such as when a fund is newly established, net losses are classified as decreases in unrestricted net assets.

Principles of Consolidation

The consolidated financial statements of the Organization include the accounts of Child and Family Services of New Hampshire and Child and Family Realty Corporation, a commonly controlled organization. All inter-organization transactions have been eliminated.

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended December 31, 2016, from which the summarized information was derived.

Cash Equivalents

Cash equivalents are short term, interest bearing, highly liquid investments with original maturities of three months or less, unless the investments are held for meeting donor restrictions. Temporarily restricted cash investments held within investment portfolios are excluded from cash equivalents.

Investments

The Organization maintains pooled investment accounts for its restricted endowments. Realized and unrealized gains and losses are allocated to the individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

Accounts Receivable and Revenue

Accounts receivable is recognized when qualifying costs are incurred for cost reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants or reductions of future grant awards. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account, management has taken into account a variety of factors.

Beneficial Interest

The Organization is the beneficiary of perpetual charitable trusts. The beneficial interest in the trust is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from the trust assets are restricted to use and are reported as increases in temporarily restricted net assets until expended in accordance with restrictions. The value of the beneficial interest in the trust is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in permanently restricted net assets because the trust assets will never be distributed to the Organization.

Property and Equipment

Property and equipment is reported at cost, if purchased, and at fair value at the date of donation, if donated. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use, and contributions of cash that must be used to acquire property and equipment, are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the useful life of the asset. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Property and equipment is capitalized if it has a cost of \$1,000 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Buildings and improvements	15 – 50 years
Furniture, fixtures, and equipment	5 – 10 years
Vehicles	5 years
Software	5 years

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the consolidated financial statements in the current period.

Interest-Rate Swap

An interest-rate swap is utilized to mitigate interest-rate risk on bonds payable (Note 9). The related liability is reported at fair value in the Statement of Financial Position, and unrealized gains or losses are included in the Statement of Activities.

Accounting for Contributions

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due and, therefore, are reported as temporarily restricted until the payment is due unless the

contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-Kind Contributions

The Organization periodically receives contributions in a form other than cash. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services to the Organization's program operations and in its fundraising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in the consolidated financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

Functional Allocation of Expenses

The cost of providing the Organization's programs and other activities is summarized on a functional basis in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses. Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions benefited.

Management and general expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years.

Use of Estimates

The preparation of the consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period and the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the consolidated financial statements. On an ongoing basis, the Organization's management evaluates the estimates and assumptions based upon historical experience and various other factors and circumstances. The Organization's management believes that the estimates and assumptions are reasonable in the circumstances; however, the actual results could differ from those estimates.

Tax Status

Child and Family Services of New Hampshire is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's consolidated financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) are subject to examination by the IRS, generally for three years after filing.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates. Investments are made by diversified investment managers whose performance is monitored by the Board of Trustees. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Investment Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

Fair Value Measurements

The Organization reports its fair value measures using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by Generally Accepted Accounting Principles, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are as follows:

- *Level 1.* Quoted prices for identical assets or liabilities in active markets to which the Organization has access at the measurement date.
- *Level 2.* Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include:
 - quoted prices for similar assets or liabilities in active markets;
 - quoted prices for identical or similar assets in markets that are not active;
 - observable inputs other than quoted prices for the asset or liability (for example, interest rates and yield curves); and
 - inputs derived principally from, or corroborated by, observable market data by correlation or by other means.
- *Level 3.* Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional promises to give and in-kind contributions).

The primary uses of fair value measures in the Organization's consolidated financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of endowment investments (Note 5) – Level 1.
- Recurring measurement of beneficial interests in trusts (Note 6) – Level 3.
- Recurring measurement of line of credit (Note 8) – Level 2.

- Recurring measurement of bonds payable and interest rate swap (Note 9) – Level 2.
- Recurring measurement of deferred loans (Note 10) – Level 2.

3. Accounts Receivable

Accounts receivable consisted of the following at December 31:

	2017			2016		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants receivable	\$ 628,244	\$ (3,900)	\$ 624,344	\$ 497,717	\$ (4,700)	\$ 493,017
Fees for service	260,404	-	260,404	110,398	-	110,398
	<u>\$ 888,648</u>	<u>\$ (3,900)</u>	<u>\$ 884,748</u>	<u>\$ 608,115</u>	<u>\$ (4,700)</u>	<u>\$ 603,415</u>

4. Prepaid Expenses

Prepaid expenses at year end relate primarily to prepaid insurance and contracts.

5. Investments

Investments at fair value consist of mutual funds totaling \$17,630,209 and \$15,900,471 at December 31, 2017 and 2016, respectively.

Under the terms of the Organization's line of credit agreement (Note 8), the Organization has agreed not to pledge these investments as security on any other debt.

For the years ended December 31, 2017 and 2016, expenses relating to investment revenues, including management fees, amounted to \$27,771 and \$66,376, respectively, and have been netted against investment revenues in the accompanying Statements of Activities.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2017 is 4.75% of the average fair market value of all investments over the previous twelve quarters.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for

identical investments as of the December 31, 2017. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

The Organization uses the following ways to determine the fair value of its investments:

Mutual funds: Determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

6. Beneficial Interest Held in Trust

The Organization is the sole beneficiary of three funds that are administered by the New Hampshire Charitable Foundation (NHCF). Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors.

At December 31, 2017 and 2016, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$868,099 and \$797,544, respectively. The Organization received \$32,744 and \$32,369 from the funds in 2017 and 2016, respectively.

In addition, the Organization has a split-interest in three charitable remainder trusts. The assets are held in trust by banks as permanent trustees of the trusts. The fair value of these beneficial interests is determined by applying the Organization's percentage interest to the fair value of the trust assets as reported by the trustee.

<u>Trust</u>	<u>Percentage Interest</u>	<u>2017</u>	<u>2016</u>
Greenleaf	100%	\$ 401,167	\$ 375,595
Spaulding	100%	336,123	315,182
Cogswell	50%	<u>262,517</u>	<u>247,658</u>
Total		<u>\$ 999,807</u>	<u>\$ 938,435</u>

In 2017 and 2016, income distributed by these trusts was \$61,372 and \$42,064, respectively. Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no

observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Balance at December 31, 2015	\$ 1,736,098
Change in value of beneficial interest	<u>(119)</u>
Balance at December 31, 2016	1,735,979
Change in value of beneficial interest	<u>131,927</u>
Balance at December 31, 2017	<u>\$ 1,867,906</u>

7. Property, Equipment and Depreciation

A summary of the major components of property and equipment is presented below:

	<u>2017</u>	<u>2016</u>
Land and land improvements	\$ 1,114,949	\$ 1,114,949
Buildings and improvements	8,072,313	7,938,789
Furniture, fixtures, and equipment	796,686	699,160
Vehicles	101,585	88,391
Software	166,592	166,592
Construction in progress	<u>17,217</u>	<u>-</u>
Subtotal	10,269,342	10,007,881
Less: accumulated depreciation	<u>(4,002,980)</u>	<u>(3,686,230)</u>
Total	<u>\$ 6,266,362</u>	<u>\$ 6,321,651</u>

8. Line of Credit

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2017 and was extended through June 30, 2018. The line is secured by a first lien on accounts receivable, double negative pledge on all investments of the borrower, and carries a variable rate of interest at the Wall Street Journal prime rate (4.50% at December 31, 2017), adjusted daily. At December 31, 2017, the balance on this line of credit was \$0.

9. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were

issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2017 and 2016 is added to interest expense in the Consolidated Statement of Functional Expenses. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2017 and 2016, the Organization recorded the swap liability position of \$1,062,342 and \$1,168,384, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the

Organization to comply with certain financial covenants. As of December 31, 2017, the Organization was in compliance with these covenants.

The following is a summary of future payments on the previously mentioned bonds payable:

<u>Year</u>	<u>Amount</u>
2018	\$ 140,000
2019	140,000
2020	150,000
2021	160,000
2022	160,000
Thereafter	<u>3,595,000</u>
	<u>\$ 4,345,000</u>

10. Deferred Loans - NHHFA

Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire.

11. Endowment Funds

The Organization's endowment consists of various individual funds established for a variety of purposes. Its endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Board-designated Investments

As of December 31, 2017, the Board of Trustees had designated \$15,309,844 of unrestricted net assets as a general endowment fund to support the mission of the Organization. Since that amount resulted from an internal designation and is not donor-restricted, it is classified and reported as unrestricted net assets.

Donor-designated Endowments

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. In accordance with Generally Accepted Accounting Principles, deficiencies of this nature are required to be restored from either temporarily restricted or unrestricted net assets, depending on donor stipulations. These deficiencies result from unfavorable market fluctuations that occur causing the original donor restricted contribution, plus accumulated investment earnings that, in accordance with donor stipulations, are required to be added to the original contribution, to fall below the accumulated balances. Donor stipulations for permanently restricted-income restricted funds require the reclassification of realized and unrealized earnings to temporarily restricted net assets. Based on donor stipulations, there are no temporarily or permanently restricted funds in deficit.

Investment Policy

The Organization has adopted an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve and enhance the principal of the fund and, at the same time, provide a dependable source of support for current operations and programs. The withdrawal from the fund in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Experience has shown financial markets and inflation rates are cyclical and, therefore, control of volatility will be achieved through investment styles. Asset allocation parameters have been developed for various funds within the structure, based on investment objectives, liquidity needs, and time horizon for intended use.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs. Total return is defined as dividend or interest income plus realized and unrealized capital appreciation or depreciation at fair market value.

Spending Policy

The Organization's spending policy is 4.75% of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of endowment investments as of December 31, 2017 is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Donor-restricted endowment funds	\$ -	\$ 657,676	\$ 1,662,689	\$ 2,320,365
Board-designated endowment funds	<u>15,309,844</u>	<u>-</u>	<u>-</u>	<u>15,309,844</u>
Total funds	<u>\$ 15,309,844</u>	<u>\$ 657,676</u>	<u>\$ 1,662,689</u>	<u>\$ 17,630,209</u>

Changes in endowment net assets as of December 31, 2017 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Endowment net assets, beginning of year	\$ 14,027,737	\$ 475,050	\$ 1,397,684	\$ 15,900,471
Contributions	58,257	-	265,005	323,262
Withdrawals	(1,020,000)	-	-	(1,020,000)
Investment income	2,168,644	257,832	-	2,426,476
Net assets released from restriction	<u>75,206</u>	<u>(75,206)</u>	<u>-</u>	<u>-</u>
Endowment net assets, end of year	<u>\$ 15,309,844</u>	<u>\$ 657,676</u>	<u>\$ 1,662,689</u>	<u>\$ 17,630,209</u>

12. Temporarily Restricted Net Assets

Temporarily restricted net assets at December 31 were comprised of the following:

	<u>2017</u>	<u>2016</u>
Program restrictions:		
Camp	\$ 134,161	\$ 96,925
Child abuse prevention	322,306	194,372
Early intervention	2,000	7,000
Family counseling	20,860	44,588
Homecare	50,000	40,000
Human trafficking	6,000	-
Teen and youth	<u>131,895</u>	<u>133,350</u>
Subtotal	667,222	516,235
Capital campaign restrictions:		
Camp Pavillion	257,431	265,680
Camp Spaulding	249,224	299,000
Renovated teen center	215,463	232,037
Union Street	<u>204,189</u>	<u>210,994</u>
Subtotal	926,307	1,007,711
Cumulative appreciation on permanently restricted net assets	<u>657,676</u>	<u>475,050</u>
Total	<u>\$ 2,251,205</u>	<u>\$ 1,998,996</u>

13. Net Assets Released from Restriction

Net assets are released from restrictions by incurring expenses satisfying the restricted purpose, or by the passage of time.

14. Transactions with Related Parties

The Organization procures a portion of their legal services from a local law firm that employs an attorney who also serves on the Organization's Board of Directors. The attorney board member does not personally perform the legal services. For the year ended December 31, 2017, the total legal expense from related parties was \$20,663.

15. Defined Contribution Plan

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2017 and 2016, respectively.

16. Operating Leases

The Organization leases office space under the terms of non-cancellable lease agreements that are scheduled to expire at various times through 2018. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$141,787 and \$129,338 for the years ended December 31, 2017 and 2016, respectively.

17. Concentrations of Risk

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

The Organization invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position.

18. Subsequent Events

Subsequent events have been evaluated through March 27, 2018, which is the date the consolidated financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the consolidated financial statements would be required.

Child and Family Services of New Hampshire
Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2017
(with comparative totals for the year ended December 31, 2016)

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2017 Total	2016 Total
Salaries and wages	\$ 522,885	\$ 852,919	\$ 1,354,655	\$ 1,048,937	\$ 289,423	\$ 1,598,573	\$ 76,399	\$ 111,610	\$ 6,707	\$ 5,842,108	\$ 821,492	\$ 265,130	\$ 6,928,730	\$ 6,669,191
Employee benefits	37,324	150,239	149,749	143,566	25,366	152,914	17,176	2,894	865	680,093	75,328	25,925	781,346	624,248
Payroll related costs	60,648	89,118	157,560	114,720	28,621	179,648	6,661	8,721	534	646,231	73,785	31,004	751,020	691,003
Mileage reimbursement	9,801	40,061	235,980	57,575	16,478	56,311	1,708	217	74	418,205	2,363	959	421,527	415,527
Contracted services	22,582	31,653	60,627	153,644	18,505	20,030	7,847	6,966	163,932	44,338	16,950	547,074	537,359	
Accounting	-	-	-	-	-	-	-	-	-	-	30,330	-	30,330	28,650
Assistance to individuals	5,012	197,839	390,953	138,033	1,505	2,431	500	-	8,026	744,299	-	-	744,299	681,368
Communications	10,050	40,518	39,937	25,217	4,881	20,441	2,329	1,569	742	145,584	3,950	5,312	154,946	149,797
Conferences, conventions, meetings	3,595	3,026	2,650	15,405	2,038	1,002	410	1,723	1	29,850	12,376	3,493	45,719	62,030
Depreciation	22,292	59,535	65,161	68,591	10,289	12,003	5,144	3,430	1,715	248,160	68,590	-	316,750	322,236
In-kind contributions	40	96,448	39,108	-	17	-	195	-	-	135,809	23,594	-	159,403	226,102
Insurance	5,371	10,827	18,268	14,174	3,224	10,907	752	833	227	64,583	7,550	2,545	74,878	75,539
Interest	22,944	35,300	67,070	70,600	10,590	12,355	5,295	3,530	1,765	229,449	70,600	-	300,049	291,014
Legal	-	-	-	-	-	-	-	-	-	-	27,320	-	27,320	54,911
Membership dues	1,795	1,024	1,425	6,195	450	6,514	-	800	-	18,203	20,019	2,404	40,626	29,614
Miscellaneous	1,904	4,475	9,008	3,468	4,316	6,800	176	220	278	30,645	10,129	2,291	43,065	142,533
Occupancy	36,936	128,658	107,440	67,757	9,760	36,536	2,575	3,394	363	393,419	24,954	8,195	426,568	397,580
Printing and publications	1,213	2,117	6,925	15,350	806	5,968	764	855	1	33,999	4,097	30,005	68,101	63,800
Rental and equipment maintenance	8,210	13,799	24,712	24,656	3,898	7,292	1,810	1,317	839	86,533	21,602	1,334	109,469	103,322
Supplies	5,700	29,306	19,274	11,666	1,734	13,904	575	598	47	82,804	7,679	2,303	92,986	73,795
Travel	1,511	30,669	7,144	14,168	862	3,940	176	219	275	58,964	179	142	59,285	51,062
Current year totals	\$ 779,813	\$ 1,817,531	\$ 2,757,646	\$ 1,993,722	\$ 412,783	\$ 2,147,569	\$ 130,493	\$ 148,896	\$ 186,391	\$ 10,374,624	\$ 1,350,475	\$ 397,992	\$ 12,123,291	
Prior year totals	\$ 626,445	\$ 1,661,117	\$ 2,817,039	\$ 1,917,314	\$ 453,488	\$ 2,027,667	\$ 140,574	\$ 128,068	\$ 203,847	\$ 9,975,559	\$ 1,252,586	\$ 462,536		\$ 11,690,681

See Independent Auditors' Report.

Board of Trustees

December 5th, 2017

Borja Alvarez de Toledo
President/CEO

Lauren Adams

Suzanne Boulter, MD

Elaine Brody

Bill Conrad

Maria Devlin

Tiffany Diamond

Kara Dougherty

Wendy Gladstone

Lou Kaucic

Brad Kuster

Peggy Lambert

Kirk Leoni

Marilyn Mahoney

Lyndsee Paskalis

Ken Sheldon

Jeffrey Seifert

Stephanie Singleton

Jennifer Stebbins

Borja Alvarez de Toledo, M.Ed.

Professional Profile

- A seasoned leader with more than 15 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

Professional Experience

Child and Family Services of New Hampshire
Manchester, NH

December 2013- Present

~ President and CEO

- Responsible for program planning and development, insuring that CFS meets the community needs.
- Advance the public profile of CFS by developing innovative approaches and building productive relationships with government, regional and national constituencies.
- Acts as advisor to the Board of Directors and maintains relationships with the regional Boards
- Responsible for all aspects of financial planning, sustainability and oversight of CFS' assets
- Work with Development staff and Board of Directors to design and implement all fundraising activities, including cultivation and solicitation of key individuals, foundations and corporations

Riverside Community Care
Dedham, MA

2009- 2013

~ Division Director, Child and Family Services

- Responsible for strategic vision, planning and implementation of the programmatic, operational and financial sustainability of a \$17M division with more than 300 employees.
- In partnership with The Guidance Center, Inc.'s board of directors, played leadership role in successfully merging with Riverside Community Care, through a process that involved strategic planning, analysis and selection of a viable partner.
- Provide supervision to managers using a strength based approach and a collaborative coaching model to leadership development.

The Guidance Center, Inc.
Cambridge, MA

1998 - 2009

~ Chief Operating Officer

2007 - 2009

- Hired initially as Director of an intensive home-based family program and through successive promotions became responsible for all operations in the organization.
- Responsible for supervision of Division Directors, strategic planning and development of new initiatives.
- Developed strategic relationships with state and local funders, and partnered with community agencies to support the healthy growth of children and families.

Private Practice in Psychotherapy and Clinical Consultation
Madrid, Spain

1992 - 1998

~Adjunct Faculty

- Taught graduate level courses in Family and Couples Therapy program
- Practicum program supervisor. Supervised first year Master's Degree students through live supervision in the treatment of multi-problem families.

Centro Médico-Psicopedagógico

Madrid, Spain

1994 - 1997

~Clinical Coordinator/Director of Training.

- Member of a multi-disciplinary team that provided assessment and treatment to families victims of terrorism and had developed Post Traumatic Stress Disorder.

ITAD (Institute for Alcohol and Drug Treatment),

Madrid, Spain

1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

- Provided evaluation and treatment for chemically dependent adults and their families.

~ Senior Family Therapist, Couples and Family Therapy Program

- Worked as a family therapist in the evaluation and treatment of adolescents and families.

Charles River Health Management

Boston, MA

1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.**Education****Graduate Certificate of Business**

University of Massachusetts, Lowell, 2000.

Master's Degree in Education

Counseling Psychology Program. Boston University, 1989.

B.A. in Clinical Psychology

Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

- 2009 Ayers, S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.), *Social Worker's Desk Reference* (2nd ed.), New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field*. Presented at the 19th Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.
- 2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care*. Symposium presented at the 14th Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.
- 2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention*. In Lightburn, A., P. Sessions. *Handbook of Community Based Clinical Practice*. Oxford University Press, 2006, England.
- 2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program*. In Newman, C, C. Liberton, K. Kutash and R. Friedman, (Eds.) *A System of Care for Children's Mental Health: Expanding the Research Base* (2002), pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.
- 1994-98 Research papers and professional presentations in peer reviewed journals in Spain

Languages

Fluent in Spanish, French and Italian.

ANTHONY F. CHEEK, JR.

EXPERIENCE: Child & Family Services Manchester, NH
01/11- Present *Vice President/CFO*

Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees and a budget of \$12 Million.

3/07- 1/11 Fountains America, Inc., Pittsfield, NH
Vice President/Director of Finance

Overall responsibility for the corporate finance, human resource and information technology functions of a US holding company and its three operating divisions, all subsidiaries of fountains plc headquartered in the UK.

- US budget responsibility \$7 Million, Group budget \$100 Million.
- Prepare and monitor annual budgets.
- Provide monthly financial analysis and forecasts to US President and UK group CFO.
- Manage corporate risk matters including legal, insurance and compliance issues.
- Oversee corporate tax matters and accounting standards compliance.
- Manage accounting department staff of six for maximum efficiency and responsiveness to internal and external stakeholders.
- Manage all human resource and payroll functions.
- Manage IT infrastructure and support needs.
- Work with US President and Division Presidents on strategic issues, company growth initiatives, product and regional cost analysis and acquisition/due diligence projects.

2/96- 3/07 Lakes Region Community Services Council, Inc., Laconia, NH
Director of Finance (3/98-3/07)

Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees, involving four corporate entities and a budget of \$20 Million.

- Prepare and monitor annual budgets, and report monthly to Board of Directors.
- Negotiate funding with the New Hampshire Department of Health and Human Services.
- Prepare and manage contracts with funding sources and vendors.
- Supervision of 15 staff in finance, human resources and other administrative functions.
- Administer the agency's personnel policies, compensation and benefit plans.
- Ensure compliance with state and federal labor regulations.
- Oversee the installation and support of agency computer systems and networks.
- Implemented new IT network infrastructure for satellite offices to improve

communication and optimize operations.

- Implemented new Medicaid billing and data collection software system.
- Manage all corporate risk management including legal issues, insurance coverage and corporate compliance matters.

Assistant Controller (2/96-3/98)

- Manage Accounting department responsible for five interrelated corporations.
- Oversee general ledgers for all corporations including timely monthly closings and account reconciliations.
- Present financial statements at monthly Board meeting.
- Manage staff of five including A/R, A/P, and G/L staff.
- Responsible for coordination of annual audits.
- Assist in preparation and maintenance of annual budgets.
- Converted general ledger software from an in-house system to Solomon IV, a Windows based multi-company software system.
- Responsible for the startup of two new corporations.
- Provide Executive Directors with accurate and timely operating statements and financial analysis.
- Responsible for daily cash management and banking relationships.

11/87 - 2/96

Boyd's Potato Chip Co., Inc., Lynn, MA

Controller/General Manager

- Prepared and analyzed monthly profit and loss statement.
- Monitored and controlled the flow of cash receipts and disbursements.
- Researched, designed specifications for and implemented a computer system to automate order entry, A/R, A/P, and inventory control, reducing data entry by 25% and improving inventory control.
- Coordinated annual audits.
- Administered group insurance plans and workers compensation program. Introduced new programs that resulted in savings to company and reduced workplace accidents.
- Renegotiated union contracts with union management.
- Managed all aspects of transportation and distribution, to ensure prompt deliveries and customer satisfaction.
- Supervised a staff of 20 including office, warehouse and transportation personnel.

EDUCATION:

1986

Bachelor of Science in Business Administration
University of New Hampshire, Durham, NH

COMPUTER SKILLS:

Advanced computer skills including Microsoft Excel, Word and Access. Solomon Dynamics and Sage Accpac accounting systems. Crystal and FRx report writers.

Professional Overview

Clinical Social Worker/Manager with over 25 years of professional, clinical and managerial experience focusing on trauma, child welfare, early childhood, mental health. Skilled at working with state and private nonprofits to develop and provide a full range of services to children and families. Experienced in identifying programmatic and systemic barriers to optimum care and developing and sustaining programs to address these challenges.

Experience

Program Director/Early Childhood Home Visiting/Child and Family Services of NH March 2016 – present

Responsible for clinical, administrative and programmatic oversight of several Early Childhood Home visiting programs providing services to children and families in the greater Manchester, Concord, Nashua and Portsmouth areas. CFSNH is a non-profit specializing in the elimination of abuse and neglect. Early Childhood Home Visiting programs are preventative in nature and focus primarily on supporting the relationship between children and their caregivers.

Regional Clinical Director/MA Department of Children and Families 2010-June 2015

Responsible for oversight and implementation of agency policy and procedures in Boston MA. Direct supervision of multi-disciplinary staff including Quality Improvement, Risk Management, Adoption, Substance Abuse, Domestic Violence and Mental Health Consultation. Facilitate meetings with office middle and senior management. Liaison to child serving state, municipal and private agencies. Familiar with performance based management. Oversee system of after hours emergency response teams. Responsible for training, team building

Mental Health Specialist/ MA Department of Children and Families 2001-2010

Provide consultation to staff on issues involving mental health concerns. Helped design data collection and analysis to understand and address problem of children "stuck" in hospitals. Liaison with acute psychiatric facilities, Department of Mental Health and Developmental Disability Services. Developed and maintained interagency teams and group home with focus on children transitioning from child to adult services. Key developer of child psychopharmacology training for DCF workers. Implementation, oversight and analysis of consultation with community child psychiatrists. Leader in critical incident management, crisis debriefing and wellness initiative in the region. Promotes professional development of staff including intern supervision. Developed and implemented

crisis planning teams with Boston Psychiatric Emergency Service Team.

Private Practice

2001-2012

Andover and Revere Ma

Provided outpatient child and family therapy. Special emphasis on adolescent adjustment, child development, child behavior and parenting strategies.

Director Child Services/North Suffolk Mental Health

1992-2001

Clinical and administrative oversight for all child and family out patient services at this private non-profit in Chelsea, Revere and East Boston Ma. Contracts management, budget development. Created and implemented one of the first in home family stabilization teams in the Boston area. Provided direct services, consultation and supervision to Early Intervention Program. Supervised, hired and trained staff of 30 clinical social workers. Involved in grant writing. Provided program oversight of children's afterschool for seriously emotionally disturbed latency age children. Member of labor relation's team. Facilitate utilization and Risk management forums. Provided family and child therapy. Coordinated and implemented Psychological First Aid to incidents of community violence.

Ma. Department of Social Services

1980-1990

Case manager, protective service investigator in Cambridge Ma. Promoted to supervisor and transferred to Beverly Ma to oversee protective service investigations in the Beverly area. Supervised staff of 6.

Education

University of New Hampshire

1977

Bachelor of Arts in Social Services

Boston University

1988

Masters in Social Work

Wheelock

2014

Advanced Certificate in Early Childhood Mental Health

Skills

Advanced training in; Critical Incident Debriefing; Crisis Prevention Intervention; EMDR; Family Systems treatment; substance abuse; early childhood mental health; CBT; DBT; Trauma informed treatment; clinical supervision; interest based bargaining; cultural competence.

Awards

Commonwealth of Ma Citation for Outstanding Performance 2015, Massachusetts DCF Commissioner's award for clinical excellence 2014, Massachusetts DCF Commissioner's Award for Permanency Planning Training 2013; Commissioner's Award for Student Field Supervision 2011; Commissioner's Award for Mental Health Specialist 2008

Personal

Vista Volunteer 1977; exercise enthusiast, avid reader

License

Ma LICSW since 1990

NH LICSW #1913

Child and Family Services of New Hampshire

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Borja Alvarez de Toledo	CEO	\$180,000	0	0
Tony Cheek	CFO	\$100,339	0	0
Maryann Evers	Program Director	\$72,613	50%	\$36,307

Subject: Home Visiting Services SS-2019-DPHS-05-HOMEV-03

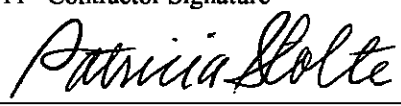
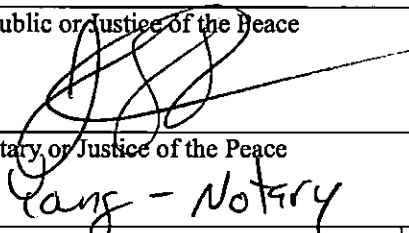
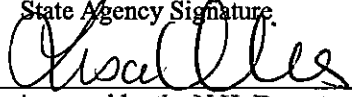
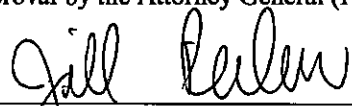
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Family Resource Center at Gorham		1.4 Contractor Address 123 Main Street Gorham, NH 03581	
1.5 Contractor Phone Number Phone: (603) 466-5190 ext. 304	1.6 Account Number 05-95-90-902010-5896-102-500731	1.7 Completion Date 09/30/2020	1.8 Price Limitation \$737,613
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Patricia Stolte, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coos</u> On <u>5-21-18</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 or Justice of the Peace Joseph Young - Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
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>6/4/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

JOSEPH YOUNG
 Notary Public, State of New Hampshire
 My Commission Expires August 2, 2022

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.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. The Vendor shall maintain appropriate records to document actual funds received or denials of funding from such public sources of funds.
- 1.3. The Contractor shall submit a detailed description of the language assistance service 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.
- 1.4. The Health Resources and Services Administration (HRSA) requires all grantees receiving funds through this program to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

"This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under X10MC29490 and X10MC31156, Maternal, Infant and Early Childhood Home Visiting Grant Program for \$2,958,820 AND \$2,982,681 respectively. This information, content, and/or conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."
- 1.5. The Contractor shall provide home visiting services as detailed in this Exhibit A, Scope of Services as follows:

Reference	Area of Service	Proposed Caseload FY 2018 (10/1/2017 - 9/30/2018)	Proposed Caseload FY 2018 (10/1/2018 - 9/30/2019)
1.5.1.	Coos County	16 families	16 families
1.5.2.	Grafton County	15 families	25 families

- 1.6. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR200.0. *et seq.*

2. Scope of Work

- 2.1. The Vendor shall provide home visiting services to pregnant women and newly parenting families with children up to age three (3), as described in the Healthy Families America Model, who fall within one (1) or more of the federal priority



demographics below:

- 2.1.1. Are first time parents.
- 2.1.2. Have low incomes; which is defined as less than one hundred eighty-five percent (<185%) of the U.S. Department of Health and Human Services (USDHHS) Poverty Guidelines.
- 2.1.3. Are less than twenty-one (21) years of age.
- 2.1.4. Have a history of child abuse or neglect, or have had interactions with child welfare services.
- 2.1.5. Have a history of substance misuse or need substance use disorder treatment.
- 2.1.6. Are users of tobacco products in the home.
- 2.1.7. Have or have had children with low student achievement.
- 2.1.8. Have children with developmental delays or disabilities.
- 2.1.9. Are in families that include individuals who are serving or have formerly served in the armed forces.
- 2.2. As part of a high-quality, evidence-based home visiting program, the Contractor shall,
 - 2.2.1. Become accredited and maintain accreditation through the Healthy Families America (HFA) model.
 - 2.2.2. Select and implement one of the following curricula:
 - 2.2.2.1. Parents as Teachers (PAT) as an annually trained "Approved User."
 - 2.2.2.2. Growing Great Kids (GGK) with certification of training.
 - 2.2.3. Collaborate with other early childhood-serving agencies, including those that provide home visiting and family support services.
 - 2.2.4. Ensure the twelve (12) critical elements that make up the essential components of the HFA Model are addressed in agency policies. For more information on HFA Best Practice Standards, see:
http://www.dhs.state.il.us/OneNetLibrary/27896/documents/GATA_2018Grant_s/FCS_NOFOs/2018_2021HFABestPracticeStandardsJuly2017_.pdf
 - 2.2.5. Enter personally identifiable health data for all children served under this contract into the designated Home Visiting Data System.
- 2.3. The Contractor shall identify positive ways to establish relationships with families and to keep families engaged over time.
- 2.4. The Contractor shall provide home visits conducted by nurses during the prenatal and post-partum periods, as a supplement to the Healthy Families America model.
- 2.5. The Contractor shall offer services that:
 - 2.5.1. Are comprehensive.



- 2.5.2. Support the Family.
- 2.5.3. Support parent-child interactions.
- 2.5.4. Support child development.
- 2.6. The Contractor shall ensure all families are referred to a medical provider or other supportive services as appropriate, which may include , but are not limited to:
 - 2.6.1. Housing Support
 - 2.6.2. Transportation
 - 2.6.3. Playgroups
 - 2.6.4. Breast Feeding Support
 - 2.6.5. Nutrition Support
- 2.7. The Contractor shall obtain all necessary authorizations for release of information. All forms developed for authorization for release of information must be approved by the Department prior to their use.
- 2.8. The Contractor shall coordinate, where possible, with other local service providers including, but not limited to:
 - 2.8.1. Health care providers.
 - 2.8.2. Social workers.
 - 2.8.3. Early interventionists.
- 2.9. The Contractor shall create and consult with a broadly-based advisory/governing group for the planning, implementation, and assessment of site related activities.

3. Staffing Requirements

- 3.1. The Contractor shall ensure staff possesses characteristics necessary to building trusting, nurturing relationships, and engaging families with different cultural values and beliefs than their own.
- 3.2. The Contractor shall hire staff in accordance with the requirements of the HFA Model Standards.
- 3.3. The Contractor shall provide home visiting staff with ongoing, reflective supervision in accordance with the requirements of the HFA Model Standards so staff is able to develop realistic and effective plans to empower families.
- 3.4. The Contractor shall ensure that direct service staff supervisors have a solid understanding of and experience in supervising and motivating staff, as well as providing support to staff in stressful work environments.
- 3.5. The Contractor shall ensure that supervisors meet the minimum qualifications outlined in the HFA Model Standards.
- 3.6. The Contractor shall ensure that program managers have the necessary qualifications as outlined in the HFA Model Standards.
- 3.7. The Contractor shall ensure that registered nurses (RN's) have a current license to practice in accordance with RSA 326-B and a minimum of two (2) years of



experience in maternal and child health nursing.

- 3.8. The Contractor shall designate a liaison for all programmatic correspondence between the Department and the Vendor for matters including, but not limited to:
 - 3.8.1. Program announcements.
 - 3.8.2. Clinical updates.
 - 3.8.3. Reporting changes.
 - 3.8.4. Errors.
 - 3.8.5. Requests.
- 3.9. The Contractor shall ensure that HFA staff attend meetings and training required by the Department, including, but not limited to:
 - 3.9.1. Maternal Children and Health Section (MCH) Maternal, Infant, and Early Child Home Visiting (MIECHV) Coordinators Meetings
 - 3.9.2. MIECHV staff training
- 3.10. The Contractor shall ensure that staff completes basic training in accordance with HFA Model Standards including, but not limited to:
 - 3.10.1. Cultural competency.
 - 3.10.2. Reporting child abuse.
 - 3.10.3. Determining the safety of the home.
 - 3.10.4. Managing crisis situations.
 - 3.10.5. Responding to mental health, substance misuse, and/or interpersonal violence issues.
 - 3.10.6. Substance-exposed infants.
 - 3.10.7. Services available in the community.

4. Reporting and Deliverable Requirements

- 4.1. The Contractor shall submit a report of caseload analysis (See Exhibit A-1, Caseload and Capacity Analysis) each month.
- 4.2. The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation.
- 4.3. The Contractor shall, for the purposes of program evaluation and federal reporting, enter personally identifiable health data for all program participants into the Home Visiting Data System.
- 4.4. The Contractor shall submit a quarterly report outlining the program activities and achievement of stated outcomes.
- 4.5. The Contractor shall submit an annual report to the Department that includes, but is not limited to:
 - 4.5.1. Information regarding accomplishments and challenges for the program.
 - 4.5.2. Systemic barriers.



- 4.5.3. Action plans to address barriers.
- 4.5.4. Family satisfaction survey results.
- 4.6. The Contractor shall submit all quarterly reports to the Department no later than the fifteenth (15th) day of the month following the reporting period of each contract year, with the first report due by October 15, 2018.
- 4.7. The Contractor shall submit annual reports by July 31st of each contract year, with the first report due on July 31, 2019.

5. Work Plan

- 5.1. The Contractor shall evaluate the progress of program participants as well as the performance of the programs and services provided.
- 5.2. The Contractor shall submit a Work Plan (See Exhibit A-2 Work Plan Template) that includes, but is not limited to:
 - 5.2.1. Input/resources.
 - 5.2.2. Activities/action plan.
 - 5.2.3. Performance measures.
 - 5.2.4. Continuous Quality Improvement (CQI) activities.
 - 5.2.5. Brief narrative describing strategies for CQI.

6. Performance Measures

- 6.1. All measures, consider services provided within the scope of this MCH contract during State Fiscal year 2019, July 1, 2018– June 30, 2019. Measures may be modified to reflect updates after October 1, 2018 to reflect new Federal updates.

6.1.1. Performance Measure #1

Home Visiting New Hampshire-Healthy Families America (HVNH-HFA) HFA Standard 7-5.B

Measure: 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.

Goal: All post-partum women enrolled in HFA will receive this formal, validated screening for depression at the optimal time.

Definition: **Numerator-** Of those in the denominator, the number of women that received an Edinburgh Postnatal Depression Scale screening by 3 months postpartum

Denominator- The total number of women in the program who reached three (3) months post-partum during the reporting period and were enrolled prior to 3 months after the birth of their baby.

Data Source: HVNH-HFA Data Records



6.1.2. Performance Measure #2

HVNH-HFA Performance Measure #2 (Retention Report)

HFA Standard 3-4.A

Measure: Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline¹.

Goal: Families stay connected and maintain involvement with HFA services.

Definition: **Numerator-** Of those in the denominator, the number of families that remained in HFA services at least 6 months.

Denominator- The number of families who received a first home visit during the period for:

Quarter 1- 10/1/2017- 12/31/2017

Quarter 2 -1/1/2018 – 3/31/2018

Quarter 3 -4/1/2018 – 6/30/2018

Quarter 4 -7/1/2018 – 9/30/2018

Data Source: HVNH-HFA Data Records, HFA methodology for measuring retention rates

6.1.3. Performance Measure #3

HVNH-HFA Performance Measure #3

HFA Standards 6-5.B and 6-6.B

Measure: 90% of target children are referred for further evaluation after scoring below the "cutoff" on the ASQ-3. Children already receiving developmental services should not be screened.

Goal: All children served who are determined to be at risk for developmental delays, and are not already receiving developmental services, will receive a referral for further evaluation or services. (If a family declines a referral this should be documented in the family's file and the Family Support Specialist shall continue efforts to advocate for accessing developmental services).

Definition: **Numerator-** Of those in the denominator, the number of children that received follow-up health care when determined necessary by a formal, validated developmental screening (ASQ-3).



Denominator- The total number of children served in HFA in the past fiscal year who received at least one ASQ-3 in which they scored below the cutoff.

Data Source: HVNH-HFA Data Records, and ASQ-3, results.

6.1.4. Performance Measure #4

HVNH-HFA PROCESS Measure

HFA Standard 12-1.B

Measure: All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.

Goal: Service providers receive ongoing, effective supervision so they are able to develop realistic and effective plans to empower families.

Definition: **Numerator-** Of those in the denominator, the number of direct service staff who received 75% of required weekly individual supervision for a minimum of 1.5 hours for full time (.75 to 1.0 FTE) and 1 hour for part time staff (less than .75 FTE).

Denominator- The number of direct service staff/home visitors employed in the HFA Program during quarter.

Data Source: HVNH-HFA Data Records



Caseload and Capacity Analysis

1. Per Exhibit A, Scope of Services the Contractor shall submit a report of caseload analysis each month.
2. Caseload and Capacity Analysis shall be submitted via Microsoft Excel Workbook, provided by the Department; in accordance with the samples illustrated below:

2.1.1. Instructions Worksheet

CASELOAD AND CAPACITY ANALYSIS - to be completed for each month of the contract period

This Excel tool has been adapted to streamline the caseload and capacity analysis and reporting processes, for both the Local Implementing Agency and the State Team; and to standardize the way metrics are calculated across all UAs. Please do not copy this workbook to use next month. Instead, open the file named for monthly data you are reporting (i.e., in early January, use the file named "2018 12" to report December 2018 data). Please do not change the name of the file when emailing the report to NH DPHS.

INTRODUCTION & NOTES

If your home visitors changed during the reporting month (i.e., home visitors were added to roster, or lost) please see the instructions, below.

USE

1. Click on a home visitor worksheet (HV) tab, below. Enter the home visitor's information into the GREEN CELLS only: their Name, # hours per week paid by HFA, and % of HFA time as a
2. Enter the number of families on each level that the home visitor saw in the reporting month.
3. Repeat Steps 1-2 for each home visitor allocated to HFA Home Visiting during the month, in the separate tabs provided.
4. If you have a home visitor position that is currently vacant, please indicate this using "RECRUITMENT" instead of the home visitor's name.
5. Click the "Capacity Analysis" worksheet tab to review the analysis for your Local Implementing Agency this month.

NOTE: to optimize your case-assignment planning, use next month's workbook to model your family and case-weight numbers, and see what your performance results will be!

PLEASE FOLLOW IF YOUR FAMILY SERVICE WORKERS CHANGED IN THE REPORTING MONTH

If your HFA home visiting staff changed, but the number of HFA home visitors did not exceed 5; simply change the "Name of staff member" in Cell B2. Return to (USE) Step 1.

MAINTENANCE

If the number of HFA home visitors during the reporting month was greater than 5, contact the State Team for technical assistance, OR:

1. Duplicate the last FSW worksheet tab (right-click; select "move or copy"; click box "create a copy"; move to "before Capacity Analysis").
2. Update formulas in the Capacity Analysis worksheet tab to include the new FSW worksheet:
 - a. # families served, per case weight category (cells E3:I3)
 - b. % of monthly home visitor capacity utilized (cells E7, F7)
 - c. Service Utilization % (cells, E10, F10)

NOTES: # of hours paid should be the agreed or expected contracted hours for HFA only regardless of vacation days, out of office, etc.
 Notes the % of time spent home visiting should be the % of time of the HFA hours recorded above - doing home visiting work. For FSWs who are NOT doing FSW work, the % will be 100%. Once the green cells are filled, all orange fields and the Capacity Analysis worksheet will auto-calculate for the individual home visitors and for your UA.
 If the total number of families or the total weighted caseload is above the maximum, the corresponding field will turn red.

2.1.2. Home Visitor Worksheet

Month for Caseload Analysis		Permanent Special Circumstances (PSC) families should be captured above at their level, AND in this section if they have any of the following: need an Interpreter, have multiple births (twins, triplets, etc.), have significant additional travel time, or a child with special						Extra Case Weight			
Name of staff member		# of families with additional case weight due to PSCs									
# hours per week worked for HFA only		Number of Families on Level	Weight	Weighted Caseload per Level	0.5	1	1.5	2	2.5	3	
Of the hours above, % time as HFA home visitor											
Caseload multiplier											
Levels	Description										
Level 2P	Prenatal - visits every other week during first and second		2.00								
Level 1P	Prenatal - visits every week in third trimester (or earlier if		2.00								
Level 1	First 6 months after birth or enrollment - visits every week		2.00								
Level 2	Visits every other week		1.00								
Level 3	Visits once per month		0.50								
Level 1SS	Crisis Intervention - visits weekly, or more if needed		3.00								
Level 4	Visits once per quarter		0.25								
Creative Outreach (CO)											
Level CO1	Creative Outreach (CO) is for families that completed at least one home visit but became disengaged.		2.00								
Level CO2	CO families are given the same case weight they had prior to going on CO, to ensure space if re-engaged.		1.00								
Level CO3	CO families are given the same case weight they had prior to going on CO, to ensure space if re-engaged.		0.50								
Temporary Assignments (TD, TR)											
Level TD1	Temporarily Out of Area (TD): for up to 3 months, families are given the same case weight they had prior to going on CO, to ensure space if re-engaged.		2.00								
Level TD2	TD families are given the same case weight they had prior to going on CO, to ensure space if re-engaged.		1.00								
Level TD3	Temporary Re-Assignment (TR): for up to 3 months, families accept voluntary re-assignment to another FSW due to leave or		0.50								
Level TR	TR families are given the same case weight they had prior to going on CO, to ensure space if re-engaged.		0.50								
Actual totals					Total additional PSC case weights						
Maximum for fidelity					0						
HFA CAPACITY CALCULATION		#DIV/0!									
FSW Contribution to HRSA CAPACITY CALCULATION		#DIV/0!									



2.1.3. Capacity Analysis Worksheet

LIA MONTHLY CAPACITY ANALYSIS														
Case-Weight Categories:														
	3	2	1	0.5	0.25	Total								
# Families Served per category	0	0	0	0	0	0								
# Funded	0	0	0	0	0	0								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>HFA %</th> <th>HRSA %</th> <th>Difference</th> </tr> <tr> <th>#DIV/OI</th> <th>#DIV/OI</th> <th>#DIV/OI</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>						HFA %	HRSA %	Difference	#DIV/OI	#DIV/OI	#DIV/OI	0	0	0
HFA %	HRSA %	Difference												
#DIV/OI	#DIV/OI	#DIV/OI												
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Prenatal</th> <th>Level 1-4</th> <th>Temporary</th> <th>Permanen</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>						Prenatal	Level 1-4	Temporary	Permanen	0	0	0	0	
Prenatal	Level 1-4	Temporary	Permanen											
0	0	0	0											
Service Utilization														

Families in Case-Weight Categories

LIA Capacity Utilized, All FSWs

Service Utilization

Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019

AGENCY NAME: _____

SERVICE AREA: _____

WORKPLAN COMPLETED BY: _____

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #1 (HFA Standard 7-5.B): 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.	
	EVALUATION ACTIVITIES	SFY 19 Target <u>70%</u> Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____	
		Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____	
		Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____	
		Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #2 (HFA Standard 3-4.A): Increase the percent of families who remain enrolled in HFA for at least 6 months. FY 17 average baseline = SFY 19 Target <u>Site enters target here based on prior FY performance</u> _____	
	EVALUATION ACTIVITIES		
		Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #3 (HFA Standard 6-7.A): 90% of children receive further evaluation (or services) after scoring below the "cutoff" on the ASQ-3. SFY 19 Target <u>90%</u>	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____	
		Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____	
		Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____	
		Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

**Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		PROCESS Measure: (HFA Standard 12-1.B) All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		_____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____ _____	



Exhibit B Method and Conditions Precedent to Payment

1. This Contract is funded with federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) # 93.870 (<https://www.cfda.gov>), U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibit B-1 through Exhibit B-6 Budgets.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov
 - 4.4. Expenditure detail should be included with submission of the invoice.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items within the price limitation of Exhibits B-1 through Exhibit B-6 Budgets, can be made by written agreement of both parties without further approval of the Governor and Executive Council.

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: The Family Resource Center at Gorham (Coos)

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 94,020.00	\$ 9,402.00	\$ 103,422.00	\$ 6,000.00	\$ 600.00	\$ 6,600.00	\$ 88,020.00	\$ 8,802.00	\$ 96,822.00
2. Employee Benefits	\$ 19,000.00	\$ 1,900.00	\$ 20,900.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 17,000.00	\$ 1,700.00	\$ 18,700.00
3. Consultants	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00
4. Equipment:	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 250.00	\$ 2,750.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -
6. Travel	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00
7. Occupancy	\$ 4,600.00	\$ 260.00	\$ 4,860.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,800.00	\$ 260.00	\$ 2,860.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Postage	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
Subscriptions (HFA Annual Fee)	\$ 750.00	\$ 75.00	\$ 825.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 75.00	\$ 825.00
Audit and Legal	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Insurance	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 150.00	\$ 1,650.00
Board Expenses	\$ 400.00	\$ 40.00	\$ 440.00	\$ 400.00	\$ 40.00	\$ 440.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 5,300.00	\$ 530.00	\$ 5,830.00	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ 1,300.00	\$ 130.00	\$ 1,430.00
11. Staff Education and Training	\$ 3,400.00	\$ 640.00	\$ 4,040.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ 1,400.00	\$ 140.00	\$ 1,540.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Printing	\$ 600.00	\$ 60.00	\$ 660.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 60.00	\$ 660.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 150,670.00	\$ 15,097.00	\$ 166,667.00	\$ 17,000.00	\$ 1,740.00	\$ 18,740.00	\$ 133,670.00	\$ 13,387.00	\$ 146,927.00

Indirect As A Percent of Direct

10.0%

Contractor Initials

Date 5/21/18

Exhibit B-2, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: The Family Resource Center at Gorham (Coos)

Budget Request for: Home Visiting

Budget Period: July 1, 2019 - June 30, 2020 (SFY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 97,000.00	\$ 9,700.00	\$ 106,700.00	\$ 6,000.00	\$ 600.00	\$ 6,600.00	\$ 91,000.00	\$ 9,100.00	\$ 100,100.00
2. Employee Benefits	\$ 20,700.00	\$ 2,070.00	\$ 22,770.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 18,700.00	\$ 1,870.00	\$ 20,570.00
3. Consultants	\$ 750.00	\$ 75.00	\$ 825.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 75.00	\$ 825.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 2,472.00	\$ 247.20	\$ 2,719.20	\$ -	\$ -	\$ -	\$ 2,472.00	\$ 247.20	\$ 2,719.20
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -
6. Travel	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 1,200.00	\$ 13,200.00
7. Occupancy	\$ 4,000.00	\$ 200.00	\$ 4,200.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 900.00	\$ 90.00	\$ 990.00	\$ -	\$ -	\$ -	\$ 900.00	\$ 90.00	\$ 990.00
Postage	\$ 48.00	\$ 4.80	\$ 52.80	\$ -	\$ -	\$ -	\$ 48.00	\$ 4.80	\$ 52.80
Subscriptions (HFA Annual Fee)	\$ 750.00	\$ 75.00	\$ 825.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 75.00	\$ 825.00
Audit and Legal	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Insurance	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Board Expenses	\$ 400.00	\$ 40.00	\$ 440.00	\$ 400.00	\$ 40.00	\$ 440.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,700.00	\$ 470.00	\$ 5,170.00	\$ 4,900.00	\$ 400.00	\$ 4,400.00	\$ 700.00	\$ 70.00	\$ 770.00
11. Staff Education and Training	\$ 3,400.00	\$ 640.00	\$ 4,040.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ 1,400.00	\$ 140.00	\$ 1,540.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Printing	\$ 450.00	\$ 45.00	\$ 495.00	\$ -	\$ -	\$ -	\$ 450.00	\$ 45.00	\$ 495.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 150,870.00	\$ 16,097.00	\$ 166,967.00	\$ 17,000.00	\$ 1,740.00	\$ 18,740.00	\$ 133,570.00	\$ 13,357.00	\$ 146,927.00

Indirect As A Percent of Direct 10.0%

Exhibit B-3, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: The Family Resource Center at Gorham (Coos)

Budget Request for: Home Visiting

Budget Period: July 1, 2020 - Sept 30, 2020 (SFY 21 first 3 months)

Line Item	Total Program Cost:			Contractor Share / Match			Funded by DHHS contract share:		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 28,750.00	\$ 2,875.00	\$ 31,625.00	\$ 6,000.00	\$ 600.00	\$ 6,600.00	\$ 22,750.00	\$ 2,275.00	\$ 25,025.00
2. Employee Benefits	\$ 6,675.00	\$ 667.50	\$ 7,342.50	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 4,675.00	\$ 467.50	\$ 5,142.50
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 417.73	\$ 41.77	\$ 459.50	\$ -	\$ -	\$ -	\$ 417.73	\$ 41.77	\$ 459.50
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -
6. Travel	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00
7. Occupancy	\$ 2,500.00	\$ 50.00	\$ 2,550.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 500.00	\$ 50.00	\$ 550.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 200.00	\$ 20.00	\$ 220.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 20.00	\$ 220.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions (HFA Annual Fee)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
Insurance	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
Board Expenses	\$ 400.00	\$ 40.00	\$ 440.00	\$ 400.00	\$ 40.00	\$ 440.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,400.00	\$ 440.00	\$ 4,840.00	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ 400.00	\$ 40.00	\$ 440.00
11. Staff Education and Training	\$ 2,400.00	\$ 540.00	\$ 2,940.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ 400.00	\$ 40.00	\$ 440.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Printing	\$ 450.00	\$ 45.00	\$ 495.00	\$ -	\$ -	\$ -	\$ 450.00	\$ 45.00	\$ 495.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 50,392.73	\$ 6,079.27	\$ 56,472.00	\$ 17,000.00	\$ 1,740.00	\$ 18,740.00	\$ 33,392.73	\$ 3,339.27	\$ 36,732.00

Indirect As A Percent of Direct

10.1%

Contractor Initials

Date 5/24/18

Exhibit B-4, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: The Family Resource Center at Gorham (Grafton)

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share.		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 106,000.00	\$ 10,600.00	\$ 116,600.00	\$ 6,000.00	\$ 600.00	\$ 6,600.00	\$ 100,000.00	\$ 10,000.00	\$ 110,000.00
2. Employee Benefits	\$ 30,078.18	\$ 3,007.82	\$ 33,086.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 28,078.18	\$ 2,807.82	\$ 30,886.00
3. Consultants	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00
4. Equipment:	\$ 1,600.00	\$ 160.00	\$ 1,760.00	\$ -	\$ -	\$ -	\$ 1,600.00	\$ 160.00	\$ 1,760.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 3,500.00	\$ 350.00	\$ 3,850.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 350.00	\$ 3,850.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -
6. Travel	\$ 14,000.00	\$ 1,400.00	\$ 15,400.00	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 1,400.00	\$ 15,400.00
7. Occupancy	\$ 4,600.00	\$ 2,600.00	\$ 7,200.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,600.00	\$ 2,600.00	\$ 5,200.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,950.00	\$ 295.00	\$ 3,245.00	\$ -	\$ -	\$ -	\$ 2,950.00	\$ 295.00	\$ 3,245.00
Postage	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
Subscriptions (HFA Annual Fee)	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Audit and Legal	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Insurance	\$ 1,600.00	\$ 160.00	\$ 1,760.00	\$ -	\$ -	\$ -	\$ 1,600.00	\$ 160.00	\$ 1,760.00
Board Expenses	\$ 400.00	\$ 40.00	\$ 440.00	\$ 400.00	\$ 40.00	\$ 440.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 5,300.00	\$ 530.00	\$ 5,830.00	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ 1,300.00	\$ 130.00	\$ 1,430.00
11. Staff Education and Training	\$ 3,400.00	\$ 840.00	\$ 4,040.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ 1,400.00	\$ 140.00	\$ 1,540.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Printing	\$ 600.00	\$ 60.00	\$ 660.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 60.00	\$ 660.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL:	\$ 179,328.18	\$ 20,312.82	\$ 199,641.00	\$ 17,000.00	\$ 1,740.00	\$ 18,740.00	\$ 162,328.18	\$ 18,572.82	\$ 180,901.00

Indirect As A Percent of Direct 11.3%

Exhibit B-5, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: The Family Resource Center at Gorham (Grafton)

Budget Request for: Home Visiting

Budget Period: July 1, 2019 - June 30, 2020 (SFY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH contract share:		
	Direct, Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 112,965.00	\$ 11,296.50	\$ 124,261.50	\$ 6,000.00	\$ 600.00	\$ 6,600.00	\$ 106,965.00	\$ 10,696.50	\$ 117,661.50
2. Employee Benefits	\$ 31,078.00	\$ 3,107.80	\$ 34,185.80	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 29,078.00	\$ 2,907.80	\$ 31,985.80
3. Consultants	\$ 799.82	\$ 79.98	\$ 879.80	\$ -	\$ -	\$ -	\$ 799.82	\$ 79.98	\$ 879.80
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 250.00	\$ 2,750.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 600.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -
6. Travel	\$ 13,500.00	\$ 1,350.00	\$ 14,850.00	\$ -	\$ -	\$ -	\$ 13,500.00	\$ 1,350.00	\$ 14,850.00
7. Occupancy	\$ 4,200.00	\$ 2,600.00	\$ 6,800.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,200.00	\$ 2,600.00	\$ 4,800.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,400.00	\$ 140.00	\$ 1,540.00	\$ -	\$ -	\$ -	\$ 1,400.00	\$ 140.00	\$ 1,540.00
Postage	\$ 49.00	\$ 4.90	\$ 53.90	\$ -	\$ -	\$ -	\$ 49.00	\$ 4.90	\$ 53.90
Subscriptions (HFA Annual Fee)	\$ 800.00	\$ 80.00	\$ 880.00	\$ -	\$ -	\$ -	\$ 800.00	\$ 80.00	\$ 880.00
Audit and Legal	\$ 1,200.00	\$ 120.00	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 120.00	\$ 1,320.00
Insurance	\$ 1,600.00	\$ 160.00	\$ 1,760.00	\$ -	\$ -	\$ -	\$ 1,600.00	\$ 160.00	\$ 1,760.00
Board Expenses	\$ 400.00	\$ 40.00	\$ 440.00	\$ 400.00	\$ 40.00	\$ 440.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,700.00	\$ 470.00	\$ 5,170.00	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ 700.00	\$ 70.00	\$ 770.00
11. Staff Education and Training	\$ 2,800.00	\$ 590.00	\$ 3,490.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ 900.00	\$ 90.00	\$ 990.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Printing	\$ 600.00	\$ 60.00	\$ 660.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 60.00	\$ 660.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 179,294.82	\$ 20,349.18	\$ 199,644.00	\$ 17,000.00	\$ 1,740.00	\$ 18,740.00	\$ 162,294.82	\$ 18,609.18	\$ 180,904.00

Indirect As A Percent of Direct

11.3%

Contractor Initials: *AS*
Date: *5/21/18*

Exhibit B-6, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: The Family Resource Center at Gorham (Grafton)

Budget Request for: Home Visiting

Budget Period: July 1, 2020 - September 30, 2020 (first three months of SFY 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 30,000.00	\$ 3,000.00	\$ 33,000.00	\$ 6,000.00	\$ 600.00	\$ 6,600.00	\$ 24,000.00	\$ 2,400.00	\$ 26,400.00
2. Employee Benefits	\$ 8,751.00	\$ 875.10	\$ 9,626.10	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 6,751.00	\$ 675.10	\$ 7,426.10
3. Consultants	\$ 800.00	\$ 80.00	\$ 880.00	\$ -	\$ -	\$ -	\$ 800.00	\$ 80.00	\$ 880.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 750.00	\$ 75.00	\$ 825.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 75.00	\$ 825.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 600.00	\$ 60.00	\$ 660.00	\$ 600.00	\$ 60.00	\$ 660.00	\$ -	\$ -	\$ -
6. Travel	\$ 3,500.00	\$ 350.00	\$ 3,850.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 350.00	\$ 3,850.00
7. Occupancy	\$ 2,800.00	\$ 2,800.00	\$ 5,400.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 800.00	\$ 2,800.00	\$ 3,400.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 400.00	\$ 40.00	\$ 440.00	\$ -	\$ -	\$ -	\$ 400.00	\$ 40.00	\$ 440.00
Postage	\$ 49.00	\$ 4.90	\$ 53.90	\$ -	\$ -	\$ -	\$ 49.00	\$ 4.90	\$ 53.90
Subscriptions (HFA Annual Fee)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
Insurance	\$ 300.00	\$ 30.00	\$ 330.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 30.00	\$ 330.00
Board Expenses	\$ 400.00	\$ 40.00	\$ 440.00	\$ 400.00	\$ 40.00	\$ 440.00	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 4,300.00	\$ 430.00	\$ 4,730.00	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ 300.00	\$ 30.00	\$ 330.00
11. Staff Education and Training	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): Printing	\$ 600.00	\$ 60.00	\$ 660.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 60.00	\$ 660.00
	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ -	\$ 300.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL:	\$ 66,850.00	\$ 8,115.00	\$ 74,965.00	\$ 17,000.00	\$ 1,740.00	\$ 18,740.00	\$ 38,650.00	\$ 6,375.00	\$ 45,025.00

Indirect As A Percent of Direct 14.5%



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



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.

5/21/18
Date

Contractor Name:
The Family Resource Center at Gorham
Antonio Stelte
Name:
Title: *Executive Director*

Contractor Initials *AS*
Date *5/21/18*



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:
The Family Resource Center at Gorham

5/24/18
Date

Antonia Stolle
Name:
Title: *Executive Director*



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

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

INSTRUCTIONS FOR CERTIFICATION

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



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: *The Family Resource Center
at Gorham*

5-21-18
Date

Rita Stolle
Name:
Title: *Executive Director*

Contractor Initials *JS*
Date 5/21/18



**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

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

Contractor Initials

5/21/18

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: *The Family Resource Center at Gorham*

5/21/18
Date

Adria Stolle
Name:
Title: *Executive Director*

Exhibit G

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

Contractor Initials *AS*



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: *The Family Resource Center
at Gorham*

5/21/18
Date

Patricia Stolte
Name:
Title: *Executive Director*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (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

[Handwritten Signature]
5/21/15



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.

AB
3/2/10



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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

5/24/18
Date

The Family Resource Center at Gorham
Name of the Contractor

Patricia Stolte
Signature of Authorized Representative

Patricia Stolte
Name of Authorized Representative

Executive Director
Title of Authorized Representative

5/21/18
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:
The Family Resource Center at Gorham

Patricia Stolte
Name:
Title:

5/21/18
Date



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: 019150817
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: _____



DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

DHHS Information Security Requirements



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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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



Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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State of New Hampshire

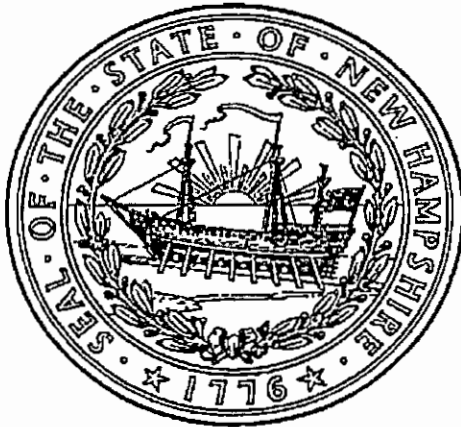
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE FAMILY RESOURCE CENTER AT GORHAM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 03, 1997. 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: 270161

Certificate Number : 0004094794



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Heidi Barker, do hereby certify that:

1. I am a duly elected Officer of The Family Resource Center at Gorham.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 16, 2018:

RESOLVED: That the Patricia Stolte

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of May, 2018.

4. Patricia Stolte is the duly elected Executive Director of the Agency.

Heidi Barker
Signature

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 21 day of May, 2018.

By Heidi Barker
Elected Officer of the Agency

Joseph Young
Notary Public/Justice of the Peace



Commission Expires: 8-2-22
JOSEPH YOUNG
Notary Public, State of New Hampshire
My Commission Expires August 2, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2018

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: Fairley Kenneally PHONE (A/C, No, Ext): (603)293-2791 E-MAIL ADDRESS: fairley@esinsurance.net	FAX (A/C, No): (603)293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED Family Resource Center at Gorham 123 Main Street Gorham NH 03581	INSURER A: Great American Ins Group	
	INSURER B: Travelers	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2018

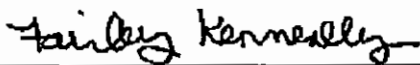
REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MAC3793560-14	05/10/2018	05/10/2019	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 AbMol Daycare, Inc/AnoPA \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
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/A	6JUB2E6469318	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of NH DHHS 129 Pleasant Street Concord NH 03301-3857	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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**the family
resource center**
at Gorham

Our MISSION:

**To build healthier families and stronger
communities through positive relations,
programs and collaborations in the North
Country of New Hampshire**

Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**FOR THE YEARS ENDED JUNE 30, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORT**

FAMILY RESOURCE CENTER AT GORHAM
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

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To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Family Resource Center at Gorham (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' 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 organization'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 organization'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 Family Resource Center at Gorham as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2, U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 13, 2017, on our consideration of Family Resource Center at Gorham's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Family Resource Center at Gorham's internal control over financial reporting and compliance.

Lene, McDonnell + Roberts
Professional Association

September 13, 2017
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2017 AND 2016

ASSETS

	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 199,929	\$ 88,968
Certificates of deposit	79,967	79,807
Investments	203,775	177,573
Grants receivable	183,900	214,936
Prepaid expenses	<u>10,548</u>	<u>12,892</u>
Total current assets	<u>678,119</u>	<u>574,176</u>
PROPERTY		
Leasehold improvements	74,932	74,932
Furniture and equipment	<u>51,575</u>	<u>51,575</u>
Total	126,507	126,507
Less: accumulated depreciation	<u>(85,345)</u>	<u>(77,845)</u>
Property, net:	<u>41,162</u>	<u>48,662</u>
OTHER ASSETS		
Agency deposits - cash	<u>25,583</u>	<u>26,321</u>
TOTAL ASSETS	<u>\$ 744,864</u>	<u>\$ 649,159</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 12,377	\$ 13,743
Accrued expenses	30,432	18,557
Agency deposits	25,583	26,321
Refundable advances	<u>29,260</u>	<u>22,448</u>
Total current liabilities	<u>97,652</u>	<u>81,069</u>
NET ASSETS		
Unrestricted		
Designated for long-term building maintenance	16,835	14,627
Undesignated	419,120	353,699
Permanently restricted - endowment	<u>211,257</u>	<u>199,764</u>
Total net assets	<u>647,212</u>	<u>568,090</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 744,864</u>	<u>\$ 649,159</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2017**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
REVENUE AND SUPPORT				
Grants	\$ -	\$ 1,263,836	\$ -	\$ 1,263,836
Donations	13,572	-	-	13,572
Agency rents	37,351	-	-	37,351
Investment income	-	-	4,872	4,872
Other income	4,850	-	-	4,850
Interest income	293	-	-	293
Net unrealized investment gain (loss)	-	-	(1,348)	(1,348)
Net realized investment gain	-	-	12,122	12,122
Net assets released from restrictions	<u>1,263,836</u>	<u>(1,263,836)</u>	<u>-</u>	<u>-</u>
Total revenues, support and net assets released from restrictions	<u>1,319,902</u>	<u>-</u>	<u>15,646</u>	<u>1,335,548</u>
EXPENSES				
Program services	1,092,015	-	-	1,092,015
Management and general	<u>160,258</u>	<u>-</u>	<u>4,153</u>	<u>164,411</u>
Total expenses	<u>1,252,273</u>	<u>-</u>	<u>4,153</u>	<u>1,256,426</u>
INCREASE IN NET ASSETS	67,629	-	11,493	79,122
NET ASSETS - BEGINNING OF YEAR	<u>368,326</u>	<u>-</u>	<u>199,764</u>	<u>568,090</u>
NET ASSETS - END OF YEAR	<u>\$ 435,955</u>	<u>\$ -</u>	<u>\$ 211,257</u>	<u>\$ 647,212</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2016**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
REVENUE AND SUPPORT				
Grants	\$ -	\$ 1,240,184	\$ -	\$ 1,240,184
Donations	18,453	-	-	18,453
Agency rents	34,763	-	-	34,763
Investment income	-	-	4,448	4,448
Interest income	188	-	-	188
Net unrealized investment gain (loss)	-	-	(787)	(787)
Net realized investment gain	-	-	2,789	2,789
Net assets released from restrictions	<u>1,240,184</u>	<u>(1,240,184)</u>	<u>-</u>	<u>-</u>
Total revenues, support and net assets released from restrictions	<u>1,293,588</u>	<u>-</u>	<u>6,450</u>	<u>1,300,038</u>
EXPENSES				
Program services	1,011,324	-	-	1,011,324
Management and general	<u>165,804</u>	<u>-</u>	<u>3,023</u>	<u>168,827</u>
Total expenses	<u>1,177,128</u>	<u>-</u>	<u>3,023</u>	<u>1,180,151</u>
INCREASE IN NET ASSETS	116,460	-	3,427	119,887
NET ASSETS - BEGINNING OF YEAR	<u>251,866</u>	<u>-</u>	<u>196,337</u>	<u>448,203</u>
NET ASSETS - END OF YEAR	<u>\$ 368,326</u>	<u>\$ -</u>	<u>\$ 199,764</u>	<u>\$ 568,090</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 79,122	\$ 119,887
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Unrealized loss on investments	1,348	787
Depreciation	7,500	7,717
(Increase) decrease in assets:		
Grants receivable	31,036	(27,410)
Prepaid expenses	2,344	(9,041)
Increase (decrease) in liabilities:		
Accounts payable	(1,366)	2,316
Accrued expenses	11,875	8,145
Agency deposits	(738)	4,142
Refundable advances	6,812	(19,439)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>137,933</u>	<u>87,104</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of equipment	-	(2,570)
Purchase of investments and certificates of deposit	(27,710)	(1,171)
NET CASH USED IN INVESTING ACTIVITIES	<u>(27,710)</u>	<u>(3,741)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net repayments on line of credit	-	(29,500)
NET CASH USED IN FINANCING ACTIVITIES	<u>-</u>	<u>(29,500)</u>
NET INCREASE IN CASH AND EQUIVALENTS	110,223	53,863
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>115,289</u>	<u>61,426</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 225,512</u>	<u>\$ 115,289</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest	<u>\$ -</u>	<u>\$ 182</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017

	<u>Program Services</u>	<u>Management and General</u>	<u>Total</u>
Personnel Costs			
Salaries and wages	\$ 697,801	\$ 120,998	\$ 818,799
Payroll taxes	51,430	9,256	60,686
Employee benefits	70,330	13,468	83,798
Program travel	63,096	690	63,786
Program activities	55,481	-	55,481
Food and supplies	23,461	1,853	25,314
Heat and utilities	16,862	888	17,750
Accounting fees	16,188	-	16,188
Contractors and consultants	10,620	1,331	11,951
Telephone, internet, fax and cable	11,530	240	11,770
Rent	10,545	-	10,545
Conferences and meetings	7,474	2,740	10,214
Liability insurance	9,800	177	9,977
Maintenance, cleaning and inspections	7,298	1,825	9,123
Training	6,582	1,154	7,736
Depreciation	7,500	-	7,500
Program materials	6,513	-	6,513
Small equipment	6,026	470	6,496
Printing	5,472	41	5,513
Technology	2,500	1,862	4,362
Bank charges	-	4,338	4,338
Postage and shipping	2,615	46	2,661
Payroll processing service	-	2,355	2,355
Advertising	1,810	318	2,128
Property insurance	1,081	361	1,442
	<u>1,081</u>	<u>361</u>	<u>1,442</u>
Total	<u>\$ 1,092,015</u>	<u>\$ 164,411</u>	<u>\$ 1,256,426</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2016**

	<u>Program Services</u>	<u>Management and General</u>	<u>Total</u>
Personnel Costs			
Salaries and wages	\$ 602,428	\$ 130,228	\$ 732,656
Payroll taxes	45,332	9,800	55,132
Employee benefits	61,478	13,313	74,791
Program activities	54,662	-	54,662
Program travel	44,964	382	45,346
Contractors and consultants	30,992	-	30,992
Food and supplies	29,486	1,504	30,990
Conferences and meetings	22,541	150	22,691
Heat and utilities	18,720	985	19,705
Small equipment	12,333	1,902	14,235
Telephone, internet, fax and cable	13,796	81	13,877
Maintenance, cleaning and inspections	10,191	2,150	12,341
Accounting fees	12,242	-	12,242
Rent	8,995	-	8,995
Liability insurance	8,027	-	8,027
Depreciation	7,717	-	7,717
Printing	5,672	299	5,971
Program materials	5,800	-	5,800
Advertising	5,135	250	5,385
Training	5,045	-	5,045
Technology	2,500	1,745	4,245
Bank charges	-	3,205	3,205
Postage and shipping	2,146	76	2,222
Payroll Processing Service	-	2,165	2,165
Property insurance	989	335	1,324
Interest expense	-	182	182
Other	133	75	208
	<u> </u>	<u> </u>	<u> </u>
Total	\$ 1,011,324	\$ 168,827	\$ 1,180,151

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Family Resource Center at Gorham (the Resource Center) is a voluntary, not-for-profit corporation incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax exempt charitable and educational purposes. The principal activity of the Resource Center is to deliver programming that empowers and educates children and families so they can overcome obstacles to healthy family development while providing access to social and educational services to underserved North Country populations. Primary programs include:

home visiting programs that deliver evidence based early child development and parenting support curricula which empowers parents and gives them the motivations and skills to improve parenting and foster healthy family dynamics;

afterschool programs that supports the academic, social and emotional developmental needs of students in grades K-8; and,

an IRS sanctioned Volunteer Income Tax Assistance (VITA) program that provides free tax preparation services to a continuum of the population with a focus on maximizing income tax refunds and earned income tax credits for all individuals entitled to claim such credits.

Basis of Accounting

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

Basis of Presentation

The Resource Center 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. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Board designated unrestricted net assets consist of cash and cash equivalents which are to be used only with a specific vote of the board.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Resource Center. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long long-lived assets must be maintained or the manner of their disposition, the Resource Center reports expirations of donor restrictions when the donated or acquired long-lived

assets are placed in service. The Resource Center reports expirations of continuing donor restrictions regarding use or disposition of long-lived assets over the assets' expected useful lives.

Permanently Restricted: Net assets that are subject to donor-imposed stipulations that they be maintained permanently by the Resource Center. Generally, the donors of these assets permit the Resource Center to use all or part of the income earned on related investments for general or specific purposes.

As of June 30, 2017 and 2016, the Resource Center had unrestricted and permanently restricted net assets.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Investments

Investments are accounted for according to Accounting Standards Codification (ASC) 958-320 *Not For Profit Entities – Investments – Debt and Equity Securities*. Under ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Fair values of investments are based on quoted prices in active markets for identical investments.

Property and Equipment

Property and equipment is recorded at cost if purchased and at fair value if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets as follows:

Furniture and equipment	5 - 15 years
Leasehold improvements	20 years

The Resource Center's policy is to capitalize all assets over \$2,500 with an expected life of one year or longer. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowance, and any gain or loss is recognized.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor or

time restrictions. A temporary restriction permits the Resource Center to use donated assets as specified for a particular purpose. Permanently restricted net assets are those that are required to be permanently maintained, but income from such investments may be used for specified purposes. All 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 (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Contributed Services

From time to time, the Resource Center receives donated services in carrying out the mission and fundraising activities of the Resource Center. Such donations do not meet the criteria for recognition under ASC 958 and accordingly no amounts are reflected in the financial statements for those services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Refundable Advances

The Resource Center records grant/contract revenue as a refundable advance until it is expended for the purpose of the grant/contract, at which time it is recognized as revenue.

Income Taxes

The Resource Center is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Resource Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

Management has evaluated the Resource Center's tax positions and concluded that the Resource Center has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Resource Center is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2013.

Leased Facilities

The Resource Center leases its current facility from the Town of Gorham. In lieu of rent, the Resource Center is responsible for the cost of repairs and maintenance, insurance, utilities and rubbish removal. The lease is for a 20 year period and expires on May 19, 2018. The Resource Center in turn sublets space in the facility to other nonprofit and community agencies at an average rate of approximately \$10 - \$16 per square foot. All participating organizations must provide services to a client base that is at least 66% low and moderate income.

Grants Receivable

Grants receivable from various public and other nonprofit organizations at June 30, 2017 and 2016 were considered fully collectable and therefore no provisions for bad debts have been made in these financial statements.

Advertising

Advertising costs are expensed as incurred.

Subsequent Events

Subsequent events have been evaluated through September 13, 2017, which is the date that the financial statements were available to be issued.

Reclassifications

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Fair Value of Financial Instruments

ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market based measurement, not an entity specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820-10, the Resource Center may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, ASC Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At June 30, 2017 and 2016, the Resource Center's investments were all classified as Level 1 and were based on fair value.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2017 and 2016.

Mutual Funds: Valued at the net asset value (NAV) of shares held by the Resource Center at year end.

The preceding method may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Resource Center believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

2. **DEMAND NOTE PAYABLE**

In April 2013, the Resource Center entered into a revolving line of credit agreement with a bank. The revolving line of credit agreement provides for maximum borrowings up to \$75,000 and is collateralized by a certificate of deposit held at the same bank. The revolving line of credit and the certificate of deposit both renew every six months. At June 30, 2017 and 2016, the interest rate on the revolving line of credit was stated at the bank's prime rate of 3.20%. There were no balances outstanding as of June 30, 2017 and 2016.

3. **AGENCY DEPOSITS**

The Resource Center serves as a fiscal agent for the Androscoggin Valley Community Partners (formerly the Berlin Area Healthcare Consortium), a collaborative effort of area health and social services agencies intended to provide health related education, information and communications to the communities of Berlin and Gorham. The amounts held on behalf of the consortium as of June 30, 2017 and 2016 were \$22,187 and \$22,181, respectively.

The Resource Center serves as a fiscal agent for the North Country Veterans Committee. The committee performs extensive outreach, education and awareness throughout the North Country of New Hampshire in building a stronger safety net for North Country veterans and their families. The amounts held on behalf of the committee as of June 30, 2017 and 2016 were \$3,396 and \$4,140, respectively.

4. **REFUNDABLE ADVANCES**

Refundable advances from program grants and contract advances at June 30, 2017 and 2016 totaled \$29,260 and \$22,448, respectively.

5. **CONCENTRATION OF CREDIT RISK - CASH**

The Resource Center maintains cash balances that, at times, may exceed federally insured limits. The cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per bank at June 30, 2017 and 2016. The Resource Center has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2017 and 2016, there were no cash balances in excess of FDIC coverage.

6. UNRESTRICTED NET ASSETS - DESIGNATED

By vote of the Board of Directors, funds have been designated for long term building maintenance. Unrestricted net assets designated by the board was \$16,835 and \$14,627 at June 30, 2017 and 2016, respectively.

7. OPERATING LEASE OBLIGATIONS

The Organization has entered into a one-year operating lease agreement to rent satellite office space. The Organization also rents various other office space on a month to month basis. Rent expense under these agreements aggregated \$10,545 and \$8,995 for the years ended June 30, 2017 and 2016, respectively.

The approximate future minimum lease payments on the above leases is as follows:

<u>Year Ending June 30</u>	<u>Amount</u>
2018	\$ <u>5,500</u>

8. INVESTMENTS

Investments held in the form of mutual funds at Bank of America are stated at fair value. Realized gains and losses are determined on the specific identification method. Gains and losses (realized and unrealized) are reported in the statement of activities as increases or decreases to unrestricted net assets, except for those investments for which their use is restricted. Information on investments at June 30, 2017 and 2016 is presented as follows:

<u>Year</u>	<u>Investment</u>	<u>Cost</u>	<u>Market Value</u>	<u>Excess of Market Over Cost</u>	<u>Investment Income</u>
2017	Bank of America	\$181,136	\$203,775	\$22,639	\$4,872
2016	Bank of America	\$153,575	\$177,573	\$23,987	\$4,448

9. PERMANENTLY RESTRICTED NET ASSETS

In 2007, the Resource Center established a permanent endowment fund for the organization with the intent of accumulating donations and interest earnings of one million dollars. During 2013, the Resource Center began taking allowable distributions from the fund. Per the laws of the State of New Hampshire (RSA 292-B:4), 7% of the fair market value of the endowment fund, calculated on the basis of fair market value determined at least quarterly and averaged over a period of not less than three years may be appropriated for operating account expenditures.

The Not-for-Profit Entities Topic of the FASB ASC (ASC 958-205 and subsections) intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an

enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Resource Center has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support to help build healthier families and stronger communities.

In recognition of the prudence required of fiduciaries, the Resource Center only invests the fund in cash and mutual funds. The Resource Center has taken a risk adverse approach to managing the endowment fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the endowment fund at any given time.

As of June 30, 2017 and 2016, the endowment fund was entirely composed of permanently restricted net assets.

Fund activity for June 30, 2017 and 2016 was as follows:

	Balances as of <u>June 30, 2016</u>	Activity for the Year Ended <u>June 30, 2017</u>	Balances as of <u>June 30, 2017</u>
Permanent gifts	\$ 175,809	\$ -	\$ 175,809
Investment earnings	38,464	4,872	43,336
Realized gain	27,740	12,122	39,862
Transfer to unrestricted	(41,590)	-	(41,590)
Investment expense	(24,646)	(4,153)	(28,799)
Unrealized gain (loss)	<u>23,987</u>	<u>(1,348)</u>	<u>22,639</u>
	<u>\$ 199,764</u>	<u>\$ 11,493</u>	<u>\$ 211,257</u>

	Balances as of <u>June 30, 2015</u>	Activity for the Year Ended <u>June 30, 2016</u>	Balances as of <u>June 30, 2016</u>
Permanent gifts	\$ 175,809	\$ -	\$ 175,809
Investment earnings	34,016	4,448	38,464
Realized gain	24,951	2,789	27,740
Transfer to unrestricted	(41,590)	-	(41,590)
Investment expense	(21,623)	(3,023)	(24,646)
Unrealized gain (loss)	<u>24,774</u>	<u>(787)</u>	<u>23,987</u>
	<u>\$ 196,337</u>	<u>\$ 3,427</u>	<u>\$ 199,764</u>

FAMILY RESOURCE CENTER AT GORHAM

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2017**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS THROUGH GRANTOR NUMBER	FEDERAL EXPENDITURES
<u>U.S. DEPT. OF HEALTH AND HUMAN SERVICES</u>			
Passed through State of New Hampshire			
Department of Health and Human Services, Office of Human Services, Division of Children, Youth and Families			
Stephanie Tubbs Jones Child Welfare Services Program	93.645	42106802	\$ 8,471
Promoting Safe and Stable Families	93.556	42107306	38,972
Social Services Block Grant	93.667	42106603	146,129
Temporary Assistance for Needy Families	93.558	45030206	68,723
Maternal & Child Health Services Block Grant for States	93.994	90004009	10,402
			<u>272,697</u>
ACA Maternal, Infant and Early Childhood Home Visiting Program	93.505	05-95-90-902010-5896	86,340
ACA Maternal, Infant and Early Childhood Home Visiting Program	93.505	05-95-90-902010-0831	155,077
			<u>241,417</u>
Passed through Easter Seals			
Medical Assistance Program	93.778	None	7,509
			<u>7,509</u>
Total U.S. Department of Health and Human Services			<u>\$ 521,623</u>
<u>U.S. DEPARTMENT OF EDUCATION</u>			
Passed through State of New Hampshire Department of Education			
Twenty-First Century Community Learning Centers	84.287	76227	\$ 224,607
Twenty-First Century Community Learning Centers	84.287	76282	196,979
			<u>421,586</u>
Total U.S. Department of Education			<u>\$ 421,586</u>
Total expenditures of federal awards			<u>\$ 943,209</u>

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Family Resource Center at Gorham under programs of the federal government for the year ended June 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Family Resource Center at Gorham, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Family Resource Center.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, where in certain types of expenditures are not allowable or are limited to reimbursement.

NOTE C - INDIRECT COST RATE

Family Resource Center at Gorham has elected to use the 10-percent de minimis indirect cost rate allowed under Uniform Guidance.

FAMILY RESOURCE CENTER AT GORHAM

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Family Resource Center at Gorham (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities, cash flows and functional expenses for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated September 13, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Family Resource Center at Gorham's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Family Resource Center at Gorham's internal control. Accordingly, we do not express an opinion on the effectiveness of Family Resource Center at Gorham'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. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Family Resource Center at Gorham's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone, McDonnell + Roberts
Professional Association

September 13, 2017
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY UNIFORM GUIDANCE**

To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Family Resource Center at Gorham's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Family Resource Center at Gorham's major federal programs for the year ended June 30, 2017. Family Resource Center at Gorham's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Family Resource Center at Gorham's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Family Resource Center at Gorham's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Family Resource Center at Gorham's compliance.

Opinion on Each Major Federal Program

In our opinion, Family Resource Center at Gorham complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2017.

Report on Internal Control Over Compliance

Management of Family Resource Center at Gorham is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Family Resource Center at Gorham's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Family Resource Center at Gorham's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

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

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Heene, McPomery & Roberts
Professionals Association

September 13, 2017
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2017**

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Family Resource Center at Gorham.
2. No significant deficiencies relating to the audit of the financial statements reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Family Resource Center at Gorham, which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Family Resource Center at Gorham expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR 200.516(a).
7. The program tested as a major program was: U.S. Department of Education; 21st Century Community Learning Centers, CFDA – 84.287.
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. Family Resource Center at Gorham was determined to not be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

C. FINDINGS AND QUESTIONED COSTS–MAJOR FEDERAL AWARD PROGRAM AUDIT

None

the family resource center

123 Main Street Gorham, NH 03581 603-466-5190
Offices in Lancaster, Colebrook and Littleton - www.frc123.org

The Family Resource Center at Gorham 2018 BOARD OF DIRECTORS

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Lancaster, NH 03584

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Donna Plet
Family Services Specialist
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Karen Moore
Berlin Schools Title I Project Manager
Shelburne, NH 03582

Vicky McGillicuddy
Resident
Gorham, NH 03581

Anne-Marie Labonte
Resident
Berlin, NH 03581

Gina Belanger

January 2018



[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Objective: Family Support Specialist, Licensed Practical Nurse | Family Resource Center

EDUCATION

1976-1977 Diploma Nursing Degree
Berlin Vocational Technical College

Degree Earned: Diploma Licensed Practical Nurse

WORK HISTORY

September 2012 - Ongoing

Licensed Practical Nurse for Home Visiting Programs HFA and Comprehensive Family Support
Administration and Coordination of nursing home visits for Home Visiting NH and Healthy Families America
Pre-natal and post-natal home visits, nursing assessment, screening and identification of mother and infant health issues, family issues and social systems.
Tracking, reporting and data analysis
Support Specialist for ESNH Veterans Count Program working with veterans with emergent needs

April 2008 – 2015 Family Resource Center Gorham, NH

Maternal and Child Health Programs Administrator
Licensed Practical Nurse and Family Educator
Administration and management for Maternal and Child Health NH funded programs including the Home Visiting NH and Comprehensive Family Programming for Berlin/Gorham Child and Family Health Support Programs Northern NH Programming
Coordinator of services with collaborating partners
Oversight of fiscal budgets and Medicaid billing

November 2000 – 2008 Family Resource Center Gorham, NH

Community Coordinator implementing, training and administration of the Leaders in Prevention Programming coordinator for youth leadership and training in ADAT prevention
Participant in the Coos County Coalition Against Substance Use Prevention Programs and Curriculums

ADAT Prevention awareness campaigns and events/trainings for the North Country Community Coordinator and Master Trainer for the Frameworks Youth Suicide Prevention project
Family Readiness Lead for the New Hampshire National Guard Deployment year 2003-2005

April 1991-October 2001

Coos County Nursing Home Berlin, NH
Charge Nurse for a 50 bed geriatric unit
Staffing and management of 10 Licensed Nursing Assistants
Medication administration, daily nursing assessments, implementation of physicians order, primary care for residents
Accurate documentation in resident medical records, physician awareness reports
Worked with an interdisciplinary team for resident care, quarterly reporting and the Minimum Data Set Assessment
Management and implementation of comprehensive Plans of Care for residents
Resident and Staff Advocate

1987 – 1989 School Lunch Program Assistant Gorham School District Gorham, NH
Preparation and administration of 200 youth meals daily

1977-1980 St Vincent de Paul Nursing Home Berlin, NH Licensed Practical Nurse
Medication administration
Ongoing daily nursing assessments
Implantation of physician's orders
Resident care

Volunteer

Past president of Local Union #3421 AFSME Berlin NH
Executive Board Member Coos County Coalition for Prevention of Substance Use
Member Berlin Area Health Consortium
Executive Board member Androscoggin Valley Community Partners
Past Board member Androscoggin Valley Cancer Fund
Past Advisory Board for UNH Coop Extension
Present board member for Northern Granite United Way

Accomplishments and Certificates

Growing Great Kids/Growing Great Families evidence based curricula trained and certified
Parents as Teachers evidence-based curriculum and model trained and certified

Trained in Motivational Interviewing; an evidence-based curricula

Completed and administered 20 ADAT Prevention Programming SAMSHA approved Dare To Be You Family Programs

Completed and administered the ADAT Prevention Program "Strengthening Families Program" a SAMSHA approved ADAT Prevention Program
Successfully implemented, planned and coordinated 15 Strengthening Family Program

Participated and completed the North Country Leadership Program
Participated in the Family Support Unit for the NH National Guard 2003 – 2005
Completed the Frameworks Youth Suicide Prevention Program as a Master Trainer
2004 – 2006
American Health Association Basis Life Saver Coordinator/Instructor and Trainer
2003 – 2017
Executive Chair for the Androscoggin Valley Community Partners 2001 and
ongoing
NAMI NH Trained in the Mental Health First Aid for Veterans and Families
Program

Activities: Crafting in different mediums, painting, stained glass and knitting
Enthusiastic about camping, outdoor activities and spending time with my family
and friends.

LEADERSHIP

Past president of Local Union #3421 AFSME Berlin NH
Executive Board Member Coos County Coalition against Drugs
Member Berlin Area Health Consortium
Executive Board member Androscoggin Valley Community Partners
Past Board member Androscoggin Valley Cancer Fund
Past Advisory Board for UNH Coop Extension
Present board member for Northern Granite United Way 15 plus years

Briana M. Shannon



Qualifications:

- Seven years' experience working in a fast paced salon; interacting with people with diverse backgrounds.
- Highly organized and efficient in fast-paced environments; able to prioritize to accomplish objectives.
- Computer Skills include: Microsoft Word, Microsoft Office, Microsoft Excel, Microsoft Power point.

Experience:

2016-present

- Provide in home support to at risk families
- Create support plans based on family's needs including: budgeting assistance, parenting skills, child development, and referrals to outside services.

Use reflective and active listening skills, practice high confidentiality, record keeping, and provide creativity and flexibility with planning for each family

2007-2016 Mary's New You--- Licensed Cosmetologist

- Interviewing the customers about their beauty concerns and suggesting useful tips.
- Fully completing customer's service previously discussed to the best of my ability.
- Assist client in finding desired cosmetic and then using the HairMax to process the sale.
- Answer phones to assist customers with scheduling/rescheduling appointments.

2010-2011 Cabot Motor Inn--- Front Desk Receptionist

- Answer phones to schedule room reservations and/or cancellations.
- Collect and process payments made using the hotel computer system.
- Using an electronic key programmer, make room keys.
- Correctly file guest information by room number.
- Handling customer compliments/complaints in a professional polite manner.

Education:

June 2007 High School Diploma--- Groveton High School

References: Available upon Request

JoAnne M Little



Objective

Seeking Employment utilizing my clerical and people skills in a challenging environment with opportunities to learn and advance.

Employment History

Family Support Specialist

10/2017 – Present Family Resource Center Littleton, NH

- Provide in-home support to at-risk families.
- Create Support Plans based on family's needs including budgeting assistance, parenting skills, child development, and referrals to outside services.
- Use reflective and active listening skills, practice high confidentiality, record keeping, and provide creativity and flexibility with planning for each family.
- Attending classes and conferences as required to keep up to date with all new requirements.

Customer Service/Front Desk/Order Entry

10/2014 – 10/2017 Sabbow Inc. dba World Trading Co Littleton, NH

- Front Office main contact to customers/clients. Answering phones directing calls to appropriate departments. Daily mail distribution.
- Responsibilities include taking orders over the phone while checking inventory in both Littleton and Ohio facility as warranted.
- Responsible for receiving credit card payments from clients.
- Working with clients quoting costs of monuments and sandblast costs using square foot calculations.
- Distribution of all orders sent in from email, fax or phone to appropriate departments
- Responsible for quality and accuracy of all orders entered into system and sending out all order confirmations to clients and salespeople.

- Ensure daily shipping logs that are distributed to Littleton and Ohio warehouse are complete and accurate.
- Scheduling imported granite containers for delivery and making sure the shipping logs are complete and accurate.

Administrative Assistant

6/2014 – 10/2014 White Mountain Auto Sales & Finance Whitefield, NH

- As Front Office-Multi-Line Phone Receptionist – Greeted clients and customers, directed inquiries to appropriate personnel
- Working directly with clients to take payments over the phone with emphasis on accuracy/privacy on cc accounts, receiving payments directly from walk in clients.
- Entering data regarding work performed on client's cars, trucking expenses, etc.
- Filing repair orders, clients credit applications, etc.
- Mail distribution and general office work.

Temporary Stitcher

05/2014 – 06/2014 Allstaff/Genfoot Littleton, NH

- Production/Stitching position with a local company doing a variety of jobs as required

Assistant Manager

11/2013 - 02/2014 Fiddleheads Gift Shop Littleton, NH

- Responsible for opening and closing store, maintaining a clean and updated atmosphere. Helped people in their decisions for purchases if needed. Handled cash and credit transactions, being very careful to be accurate on all transactions. Maintained any books when necessary, made sure any new inventory was displayed so customers were able to see at its best.
- Responsible for making sure all monies at end of day were balanced, maintained a running log of all transactions and balanced out at the end of the day with all deposits made to bank within the time needed and also forwarded all related paperwork to the main office.

Administrative Assistant

11/2007 - 08/2013 Garnet Hill Inc.

Franconia, NH

- Responsibilities include working directly with vendors to gather information about their product, availability, costs and time constraints. Processing forms that need to be passed onto other departments within the time allowed.
- Working with the buyers in the Children's apparel dept. to prepare for each season by gathering samples, keeping in communication with vendors, help in the selection of the items.
- Inputting information into our Planner system while having to have a great skill to detail as the information that is put into this system is shared throughout the company.
- Scheduling meetings as they pertain to each season. Scheduling samples to arrive at the correct times so meeting will be utilized for their sole purpose and not waste time.
- Proof web and catalog mechanicals for any errors especially item numbers, colors, sizes, and prices must all be correct.
- Keeping track of when some the vendor's items must be returned to them and making sure that is done on time.
- Communication with the Product Development team to make sure they are all on the same calendar dates that we are and scheduling our meetings to coincide.
- Working with the sample dept. to make sure they have all the information that they need to make a successful photo shoot by having all of the samples to them on the date they are due to them so they can ship them to the photo shoot.
- Learn to be a trouble shooter when not everything runs exactly as planned, but keeping a steady hand and calm head is a big plus.
- I was also involved in making sure that the item in the catalog or web is represented as it should be, sometime this means getting another shot retaken, or making sure that color correction is applied before it goes to the printer.

Temp. Position

07/2007 - 11/2007 Garnet Hill/Leddy Group

Franconia, NH

- Assisting Buyers in the Home Division with data entry using Planner software
- Proofreading for mechanicals and other magazine documentation.
- Shipping RTV items, photography and documentation of samples received.
- Responsible for scheduled meeting documentation and pulling samples for reviews.

Temporary worker

04/2007 - 07/2007 Tender Corp. / Leddy Group

Littleton, NH

Production/Assembly position with a local company doing a variety of jobs as required.

Real Estate Broker

12/2003 - 01/2007 Peabody & Smith Real Estate Company Franconia, NH

- Scheduled appointments with customers and clients
- Received NH Real Estate Broker's License
- Utilized interpersonal skills to maintain positive working relationships between clients and customers to attain business goal
- Responsible for drawing up legal contracts between customers and clients
- Responsible for maintaining confidentiality of clients and adhering to the ethics of Realtors
- Maintained client and customer files. Kept detailed notes of meetings, phone calls and other important information.

Real Estate Agent

05/2002 - 12/2003 Century 21 Winn Littleton, NH
Associates

- Scheduled appointments with customers and clients
- Utilized interpersonal skills to maintain positive working relationships between clients and customers to attain business goals
- Responsible for drawing up legal contracts between customers and clients
- Responsible for maintaining confidentiality of clients and adhering to the ethics of Realtor

Shipping & Receiving Manager / Secretary

07/1987 - 05/2002 White Mountain Shoes / Connors Footwear Lisbon, NH

- As Shipping/Receiving Manager – responsible for contacting and coordinating transportation companies to schedule both sending and receiving shipping times
- As Shipping/Receiving Manager – Completed bills of lading, scheduled and organized products to be picked up and shipped along with picking orders if necessary.
- As Shipping/Receiving Manager – Utilized knowledge of Federal Express and UPS procedures and machines
- As Shipping/Receiving Manager – Oversaw picking of orders and ensured product readiness for shipping.
- As Front Office-Multi-Line Phone Receptionist – Greeted clients and customers, directed inquiries to appropriate personnel
- As Front Office-Multi-Line Phone Receptionist – Responsible for multi-line communication and organization to ensure completed telephone communication; coordinated conference calls: both domestic and international.
- Secretarial responsibilities included, but were not limited to, personal secretary duties for company president, typed and faxed business communications

Education and Training

Issuing Institution	Qualification	Course of Study
Pittsburg High School	High School Diploma	General High School Curriculum

Attended College for Lifelong Learning, Fall 1997, receiving credits for courses taken in Microsoft Word and Excel.

Detailed References

Tim Fisher
Warehouse Manager
Sabbow Inc. / DBA World Trading Co
[REDACTED]
Business reference known for 3 years

Joy Moore, Broker in Charge
Peabody & Smith Realty Inc.
Littleton, NH 03576
[REDACTED]
Business reference known for 10 year(s).

Patricia Emmons, Head of Sample Division
White Mountain / Connors Footwear
Lisbon, NH 03585
[REDACTED]
Personal reference known for 15 year(s).

Annette Lucas
[REDACTED]
Personal reference known for 5 year(s)



Jen Buteau

○ Skills and Professional Trainings

- Growing Great Kids / Growing Great Families; evidence-based curricula trained and certified practitioner and supervisor
- Motivational Interviewing; an evidence-based counseling approach to health care
- Healthy Families America; evidence-based model certified Family Support Worker and Supervisor
- Healthy Families America; evidence-based model certified Parent Survey / Community Outreach Worker and Supervisor
- Pyramid Model for Supporting Social Emotional Competence in Infants and Young Children
- Parents Interacting with Infants and Toddlers (PI-WI) practitioner and coach
- Illness Management and Recovery Facilitator
- Regularly commended for delivering effective and quality services with integrity
- Active listener with excellent interpersonal skills
- Motivated, dependable, committed, and loyal employee
- Strong and proven sales and marketing background
- Ability to lead and motivate team members
- Self starter and quick learner
- Expert advocacy, communication, and case planning skills
- Successful leadership and managerial experiences
- Effectively use both traditional and social media to spread awareness and engage community members
- Grant writing, reporting, Opinion-Editorial pieces, and press releases
- Ability to multi-task, be versatile and deal with crisis situations while maintaining excellent time-management skills and professionalism
- Adhere to strict budgets and analyze and incorporate ways to decrease expenses and increase revenue
- Creative and innovative with a track record of designing and implementing programs where there is a need; such as the Holiday Shoppe, social skills groups, team-building sessions, boundaries trainings, trainings on evidence-based methods for dealing with people with personality disorders, and panel discussions on substance use in the North Country
- Sensitivity to and clinical experience with people struggling with addiction, mental health issues, poverty, diversity, cognitive impairments, or otherwise marginalized individuals
- Overall, genuinely cheerful, kind and respectful to all people

○ Professional Experience

September 2015 - present Family Resource Center at Gorham Director of Family Support Services

- Manage and develop evidence-based home visiting and family support programs in Coos and Upper Grafton County

2013 – 2015 CASA of NH Training & Recruitment Coordinator

- Strategically implemented efforts to increase awareness about CASA of NH and recruited more quality volunteers to advocate for children who have been abused / neglected
- Initiated and developed fundraising campaigns, appeals, volunteer appreciation initiatives, grant research, writing and reporting

- Responsible for social media communications various platforms along with traditional communications such as radio, newspaper, television and frequent speaking engagements throughout the state
- Provided additional supports, trainings and resources as needed to ensure continued personal growth and effectiveness of volunteers

2012 – 2013 **Tri-County Cap, Berlin, NH** **Employment Specialist**

- Worked closely and effectively with NH Employment Program teams in both the Berlin and Littleton District Offices to oversee appropriateness of placement with career path and intervene when issues / potential conflict arose. Provided job coaching and reinforcement to clients

2005– 2012 **Northern Human Services, Berlin, NH** **Case Manager**

- Through community based services, assisted people with a major mental illness manage their social, emotional, housing, financial, legal, vocational and medical needs through assessment, coordinating services, advocacy, crisis intervention, referrals, service monitoring and outreach
- Facilitated evidence based practice group, "Illness, Management and Recovery." This site was awarded highest fidelity in state with this pilot group
- Carried a niche caseload of clients who historically were unsuccessful of engaging in traditional treatment by effectively employing interventions based on evidence based practices specific to the individuals

2000 – 2005 **The Wentworth, Jackson, NH** **Director of Sales, 2002 – 2005**
Dining Room Manager, 2000 -2002

- Oversaw the execution of successful, quality events by effective coordination and supervision of multiple departments. Developed marketing strategies to brand hotel as an elegant country inn and premiere venue for luxurious weddings and upscale corporate retreats
- Hired, trained and managed all dining room, event and bar staff. Developed and implemented appropriate training procedures to acquire and maintain prestigious four diamond status restaurant
- Gained trust and respect of employees I supervised as well as other managers to be able to improve overall morale and milieu within Food and Beverage Department as well as the other Departments so that teamwork and efficiency drastically improved and turnover decreased
- Responsible for controlling labor and costs while providing exceptional product and outstanding customer service
- Exceeded aggressive budgeted revenues across all categories every year while achieving many record months and years.

○ Education

Rivier College, B.A., Psychology

○ Community Involvement

2014 Co-recipient of the Gus Rooney Award Former Therapeutic foster care provider
Soccer coach for North Country Soccer League Former Berlin Planning Board Member
Coach / coordinator for Young Athlete Program Former Berlin City Councilor



Peggy Lee Brickley

[REDACTED]

[REDACTED]

[REDACTED]

PROFESSIONAL EXPERIENCE

The Family Resource Center at Gorham

2014-Present

Programs Administrator

Provide administrative services to the Family Support Program. Responsibilities include but are not limited to preparation of Medicaid billing and correspondence, support bookkeeper and Executive Director as needed, preparation of time sheets.

Old Republic Title Insurance Company

2011-2012

Title Examiner

Examined, analyzed and evaluated records of titles of real estate properties. Assigned title search orders to title searchers and monitored orders to ensure turnaround requirements were met. Examined title documents filed in the public records and prepared final title reports for real estate transactions.

Bank of America

2010-2011

Customer Assistance/Collections

Negotiated account resolution and accurately implemented and documented actions within the collection systems while maintaining company performance and productivity standards.

Delaware Title Services, LLC

2007-2008

Self Employed

2004-2010

First American Title Insurance Company

2001-2004

Gregory W. Williams, PA

1998-2001

Hudson, Jones, Jaywork, Williams & Liguori

1996-1998

Title Searcher

Prepared data and filed documents necessary for property settlements. Reviewed titles for liens, encumbrances and judgments. Documented all right of ways, easements, and recorded surveys affecting properties. Recorded applicable mortgages, deed transfers and parcel plots.

EDUCATION

Delaware Technical & Community College, Georgetown, DE

2000

Associates Applied Science Business Admin - Graduated Magna Cum Laude

Mt. Pleasant High School, Wilmington, DE

1986

Diploma

Amy L. Robinson

Objective

To obtain a position at the Family Resource Center to further my career and experiences within the human services field.

Experience

Family Resource Center- Family Support Worker - Littleton, NH 7/2016-present

- Provide in home support to at-risk families
- Create support plans based on family's needs including budgeting assistance, parenting skills, child development, and referrals to outside services
- Use reflective and active listening skills, practice high confidentiality, record keeping, and provide creativity and flexibility with planning for each family

Easter Seals Joiceour School - Manchester, NH and Lancaster, NH 10/2014-7/2016

- Vocational (non verbal and verbal) classroom paraprofessional in school with students ages 8-21 with general and special educational needs
- Provided assistance to students with volunteer opportunities within the local community
- Provided direct supervision of 1:1 and group clients

Easter Seals- Lancaster, NH 11/2013-10/2014

- Residential instructor at intensive treatment center
- Assisted with social, recreational, emotional and independent daily living skills
- Provided direct supervision of 1:1 and group clients

Easter Seals Joiceour School- Manchester, NH 10/2012-11/2013

- Non verbal autistic classroom paraprofessional in school with students ages 8-21 with general and special educational needs
- Use of positive behavioral interventions and supports to help students develop behavioral skills
- Provided direct supervision of 1:1 and group clients

Easter Seals Camp Sno-Mo- Gilmanton Iron Works, NH 6/2012-8/2012

- Counselor at summer camp for children and young adults with disabilities and special needs
- Assisted with variety of outdoor activities to promote confidence building

Education

White Mountains Regional High School 6/2009

- High school diploma- general high school curriculum

Certifications

- Therapeutic Crisis Intervention- Easter Seals of New Hampshire (September 2015)
- First Aid/CPR- American Red Cross (October 2015)
- Early Childhood Education and Training- Hugh J Gallen Vocational (May 2009)
- Medication Certified and Diabetic Trained

References

- Available upon request

Annette Lucas

Objective

Work Experience

01/2016- Present Family Resource Center at Gorham Lancaster, NH

Healthy Families America Family Support Specialist- Full Time

- Provide in home support to at risk families
- Create support plans based on family's needs including: budgeting assistance, parenting skills, child development, and referrals to outside service agencies.
- Use reflective and active listening skills, practice confidentiality, record keeping, and provide creativity and flexibility with planning for each family.
- Implementing curriculum based activities to support parent- child interaction, child abuse prevention, and assisting in promotion of self, home, family and community health

08/2014- 05/2016 Century 21 Winn Associates Littleton, NH

Property Manager- Full Time

- List, advertise and present rental properties to potential tenants.
- Verify references and complete Credit Checks
- Collect, record and follow-up on all lease fees due
- Develop, coordinate, and participate weekly staff meetings
- Positive communication with Home Buyers and Sellers
- Maintain Seller and Buyer contracts
- General Office Practice and Procedures

06/2009 – 02/2011 Tri-County CAP, Inc. Whitefield, NH

Staff Guardian – Full Time

- Advocate for developmentally and mentally disabled client's that are wards of the state
- Maintain records and documentation in a manner that reflects current status of ward
- Meet with treatment team and provide wrap around services to wards
- Complete guardianship report and plans in accordance with State and Program requirements

Education

1981 Graduate of White Mountain Regional High School

Certification's and Trainings

- Peer Recovery Coach-Connecticut Community for Addiction Recovery CCAR
- PIWI and PIWI 2.0 Certified
- Adult Mental Health First Aid USA
- Youth Mental Health First Aid USA
- Standards of Quality for Family Strengthening & Support
- Parent Advocacy
- Healthy Families of America Home Visitor Certification
- Healthy Families of America Assessment Worker Certification
- Growing Great Kids Curriculum Certification
- Therapeutic Crisis Intervention
- More training certifications available upon request
- Complex Trauma and Attachment

Alysia A. Young

[REDACTED]

[REDACTED]

[REDACTED]

Professional Summary:

Responsible and dedicated Family Support Specialist with a goal oriented mind leading to accomplishment of all tasks set forth. Passionate and motivated personality, with a drive for excellence. Core competencies include ability & willingness to learn, dedication to the advocacy of others, as well as excellent communication and time management skills. Handles all tasks with accuracy and efficiency.

Skills:

Time Management and Organization

Patience

Building/Maintaining Personal and Team Relationships

Communication

Reliability

Works well under stress

Uses creative and innovative means to accomplish goals

Experience:

Family Support Specialist, June 2017-Present

Family Resource Center- Family Support

Parent education

Home visiting

Supervised visitations

Weekly notes, Monthly reports

Communication with child protective workers, doctors/nurses and other professionals as needed

Provide community resources

Provide community referrals

Group Leader, August 2016-June 2017

Family Resource Center- Project Youth

Lesson Planning
Teaching groups of children
Writing monthly reports
Interacting with school teachers
Completing administrative tasks related to gathering attendance, meeting goals and file completion
Purchasing supplies needed to complete lesson plans

Cook, August 2015 – August 2016

Tri-County Cap Headstart, Berlin NH

Grocery shopping
Meal planning and preparation
Keeping track of specialized dietary needs and ensuring proper paperwork is up to date with current guidelines
Daily cleaning to ensure health standards are met
Tracking of budget allowances

Family Support Provider, October 2013 - October 2014

Androscoggin Valley Homecare Services, Berlin, NH

Observe and report any health, safety or social conditions that needed attention
Routine housekeeping- making beds, changing linens, dusting, dishes, light house cleaning, laundry and vacuuming
Prepare and serve meals as well as meal planning and making suggestions to improve diet. Ensuring client is eating based on specific diet prescribed by physician. *****Previous client regained 20 of the 30 lbs lost due to poor nutritional intake based on suggestions that I proposed to the immediate family. Client's chronic gastrointestinal ailments improved with new suggestions also.*****

Shopping/Marketing and simple errands (such as bill payments)
Assist with personal grooming and other activities of daily living
Stimulate interests of the client- reading, playing games, taking walks, baking, etc
Keeping daily record of home visits documenting client's condition, attitude, condition of living space and other general observations.
Provide daily time sheets for record
Keep accurate records in accordance with Agency policy
Adhere to agency dress code
Protected integrity and confidentiality of client's personal and medical history as well as records. Written prior authorization from client was required to discuss any personal info about the client with anybody other than the client.

Homemaker, October 2011 - March 2012

Home Healthcare Hospice and Community Services, Keene, NH

Prepare and maintain records of client progress and services provided, reporting any changes in client condition to manager/supervisor

Perform housekeeping duties such as cooking, cleaning, washing laundry or dishes and running errands

Care for individuals or families during periods of incapacitation, family disruption, or convalescence-providing companionship, personal care or help adjusting in new lifestyle

Transport clients to locations outside of the home such as physician's offices or outings using a motor vehicle.

Plan, shop for and prepare nutritious meals or help the family plan, shop for and prepare nutritious meals instruct or advise clients and family members on issues such as household cleanliness, utilities, hygiene, nutrition or infant care.

Customer Service Manager, April 2005 - January 2010

Walmart, Gorham, NH

First line in resolving customer complaints

Assist in the hiring and training of new employees, evaluate their performance

Prepare associate work schedules for daily/nightly tasks

Issue and cash money orders

Check to make sure appropriate changes were made to resolve customer problems.

Refer unresolved customer grievance to designated department or supervisor

Answer telephones and give information to callers, take messages and/or transfer calls to the appropriate persons.

Complete forms in accordance with company policies

Direct and supervise employees engaged in sales and performing services for customers.

Monitor sales activity to ensure customers receive satisfactory customer service and quality goods.

Enforce safety, health and security rules.

Receive payments by cash, check, credit/debit cards and vouchers.

Issue receipts, refunds, credits and change due to customers.

Count money in registers during opening of shifts to ensure amounts were correct and that there was adequate change.

Answer customer and employee questions while providing information on policies and procedures.

Calculate total sales during a specific time period and reconcile with the total recorded sales.

Process merchandise returns or exchanges

Monitor checkout stations to ensure they have adequate cash and are staffed appropriately.

Assist with duties in other areas of the store such as assistance with fitting rooms, carrying out customer orders, piercing ears in jewelry, mixing paint, etc.

Maintain clean and orderly check out areas and complete other general cleaning duties such as sweeping/mopping the floors, dusting and emptying trash.

Supervise others and provide on-the-job training.

Request information and assistance using overhead paging system or personal paging devices.

Keep periodic balance sheets of amounts and numbers of transactions on one or more checkout stations.

Cash customer payroll checks.

Education:

AS, Human Services, projected graduation May 2019

White Mountains Community College, Berlin NH 03570

Certification, Human Lactation Consultant, February 2016

Lactation Education Resources, Tracy's Landing, MD

Certification, Medical Assistant, January 2010

U.S. Career Institute, Fort Collins, MO

High School Diploma, General Education with 2 year ECE technical career education

Berlin Senior High School, Berlin, NH

Volunteerism/Community Service:

Children's Church Ministry Leader, August 2017-present

Harvest Christian Fellowship, Berlin NH 03570

Committee Chair Person, 2015-Present

Cubscout Pack 205, Berlin NH (Boy Scouts of America)

Den Leader, 2014-Present

Cubscout Pack 205, Berlin NH (Boy Scouts of America)

ANN-MARIE E. SMITH

Experience

2017 - Present

Family Support Specialist - Colebrook, NH

Providing in home support to at-risk families. Creating support plans based on family's needs including budgeting assistance, parenting skills, child development, and referrals to outside services. Using reflective and active listening skills, practice high confidentiality, record keeping, and offer creative and flexibility with planning for each family.

2008 - 2017

Child and Family Services - Colebrook, NH

Family Support Worker and Home Visits. I have been providing in-home education as well as parenting, child development, budgeting, personal communication along with household and stress management. I also assist in accessing community and state resources.

1993 - 2006

- **Kingswood Regional Middle and High School - Wolfeboro, NH**
- **Inter-Lakes Middle School - Meredith, NH**
- **Governor Wentworth Regional School District - Wolfeboro, NH**
- **Bartlett Community Preschool NH - Bartlett, NH**

Teaching in a general classroom setting for all age groups to One-on-One Special Assistant. Encouraging physically handicapped student develop social skills, academic comprehension, and communication through facial, body, and sign language. Helping with mental and developmental disabilities with various curriculum and techniques. Involved in confidential mediations alongside behavioral councilors, aiding students to deal with relationships, family issues and peer conflicts. Successfully preventing and resolving negative confrontations and behavior by setting appropriate boundaries creating positive resolutions

Skills and Interests

- Through workshops and other ventures in my life, I have gained techniques to motivate and aide behavioral problems and learning disabilities.
- I am certified in NH Healthy Kids Training and am an Accredited provider of Level 4 Positive Parenting Program. I am also certified in Growing Great Kids-Tier 1, prenatal to 36 mos. skill developmental program. I am trained in ASQ-ASQ-SE and am on the steering committees for "Watch me Grow", and Maternal Depression, promoting MD awareness in Coos County
- I like to stay active, both professionally and physically. I walk daily and am always looking at furthering my personal knowledge and education to invest in our Coos kids.

Education

Hesser Business College - Manchester, NH

Graduated in 1984

- Major in Travel Management
- Minor in Social Science, Psychology, Sociology, Human Development and Public Speaking

References and Certifications are available upon request

Morgan Trist Gilcris

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Summary Statement:

As a Human Service Professionalism I would like to provide support to families in need.

Qualifications:

- Great with people
- clerical skills
- computer skills (word, works, excel, internet)
- receptionist skills (answering phones, taking messages)
- multitasking
- I also work well under pressure.

Education:

Groveton High School, 2003, H.S. diploma

White Mountains Community College, Berlin NH. Associates Degree 2017

Granite State College, Concord NH, Bachelor's Degree, in progress

Employment:

- 06/2017-Current *Family Support Specialist*
Provide in home support to at-risk families. Create support plans based on family's needs including budgeting assistance, parenting skills, child development, and referrals to outside services. Use reflective and active listening skills, practice high confidentiality, record keeping, and provide creativity and flexibility with planning for each family
- 09/2015-10/2017 *Direct Service Advocate, Response for Domestic and Sexual Abuse*
Assisting clients with restraining orders, attending court hearings with clients, advocating for parents while their child is in a CAC meeting, answering phones, filing papers, driving clients to court hearings, and taking call for the Crisis Line (for people in need).
- 08/2014-06/2016 *Cashier, Lancaster Big Apple*
Running the register, answer phones, taking orders for deli, stocking shelves, sweeping floors, and making coffee.
- 03/2005-07/2012 *Switchboard Operator/Admitting Clerk, WEEKS Hospital*
Answering phones, taking messages, paging doctors on beepers and over head, admitting people for the different departments, and dispatching the ambulances, filing papers.
- 06/2004-03/2005 *Cashier, Munce's Konvenience*
Running the register, helping customers, and answer phones.

06/2003-08/2003 *Summer Help, Groveton Mill*

Working on paper machines, cleaning up (sweeping the mill floors and taking care of the paper on the roof), painting, filing papers, shredding and run a tow motor.

CONTRACTOR NAME

Key Personnel - Coos

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jen Buteau	Director of Family Supports	50,000	20	10,000
Peggy Brickley	Programs Administrator	32,778	20	6,556
Briana Shannon	HFA Supervisor / FSW /FAW	32,796.4	100	32,796.4
Alysia Young	FSW	28,210	25	7052
Morgan Gilcris-Rogers	FSW	27,755	50	13,878
Ann-Marie Smith	FSW	29,120	25	7,280
(open)	HFA Manager	48,000	50	24,000

CONTRACTOR NAME

Key Personnel - Grafton

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jen Buteau	Director of Family Supports	50,000	30	15,000
Peggy Brickley	Programs Administrator	32,778	20	9,833.4
Amy Robinson	HFA Supervisor / FSW /FAW	30,000	100	30,000
Annette Lucas	FSW	28,210	100	28,210
JoAnne Little	FSW	27,755	100	27,775
Gina Belanger	Nurse	22,000	80	17,600
(open)	HFA Manager	48,000	50	24,000

Subject: Home Visiting Services SS-2019-DPHS-05-HOMEV-06

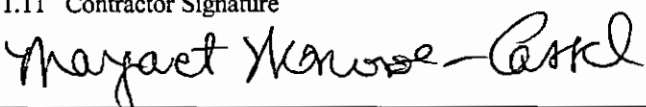
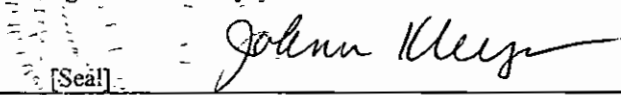
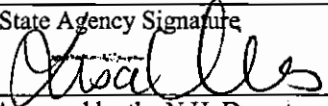
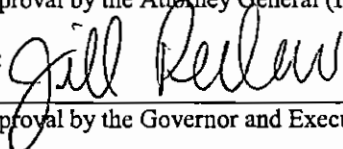
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name TLC Family Resource Center		1.4 Contractor Address 109 Pleasant Street Claremont, NH 03743	
1.5 Contractor Phone Number Phone: (603) 542-1848 ext. 303	1.6 Account Number 05-95-90-902010-5896-102-500731	1.7 Completion Date 09/30/2020	1.8 Price Limitation \$234,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Margaret Monroe-Cassel Exec. Director	
1.13 Acknowledgement: State of New Hampshire County of Sullivan On May 21st, 2018, 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 or Justice of the Peace JO-ANN KLEYENSTEUBER, Notary Public My Commission Expires August 5, 2019			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
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: 6/4/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

SECRET

SECRET

SECRET

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.

Contractor Initials None
Date 5/24/18

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.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. The Vendor shall maintain appropriate records to document actual funds received or denials of funding from such public sources of funds.
- 1.3. The Contractor shall submit a detailed description of the language assistance service 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.
- 1.4. The Health Resources and Services Administration (HRSA) requires all grantees receiving funds through this program to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

"This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under X10MC29490 and X10MC31156, Maternal, Infant and Early Childhood Home Visiting Grant Program for \$2,958,820 AND \$2,982,681 respectively. This information, content, and/or conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."

- 1.5. The Contractor shall provide home visiting services as detailed in this Exhibit A, Scope of Services as follows:

Reference	Area of Service	Proposed Caseload FY 2018 (10/1/2017 - 9/30/2018)	Proposed Caseload FY 2018 (10/1/2018 - 9/30/2019)
1.5.1.	Sullivan County	15 families	15 families

- 1.6. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR200.0. *et seq.*

2. Scope of Work

- 2.1. The Vendor shall provide home visiting services to pregnant women and newly parenting families with children up to age three (3), as described in the Healthy Families America Model, who fall within one (1) or more of the federal priority demographics below:



- 2.1.1. Are first time parents.
- 2.1.2. Have low incomes; which is defined as less than one hundred eighty-five percent (<185%) of the U.S. Department of Health and Human Services (USDHHS) Poverty Guidelines.
- 2.1.3. Are less than twenty-one (21) years of age.
- 2.1.4. Have a history of child abuse or neglect, or have had interactions with child welfare services.
- 2.1.5. Have a history of substance misuse or need substance use disorder treatment.
- 2.1.6. Are users of tobacco products in the home.
- 2.1.7. Have or have had children with low student achievement.
- 2.1.8. Have children with developmental delays or disabilities.
- 2.1.9. Are in families that include individuals who are serving or have formerly served in the armed forces.
- 2.2. As part of a high-quality, evidence-based home visiting program, the Contractor shall,
 - 2.2.1. Become accredited and maintain accreditation through the Healthy Families America (HFA) model.
 - 2.2.2. Select and implement one of the following curricula:
 - 2.2.2.1. Parents as Teachers (PAT) as an annually trained "Approved User."
 - 2.2.2.2. Growing Great Kids (GGK) with certification of training.
 - 2.2.3. Collaborate with other early childhood-serving agencies, including those that provide home visiting and family support services.
 - 2.2.4. Ensure the twelve (12) critical elements that make up the essential components of the HFA Model are addressed in agency policies. For more information on HFA Best Practice Standards, see:
http://www.dhs.state.il.us/OneNetLibrary/27896/documents/GATA_2018Grants/FCS_NOFOs/2018_2021HFABestPracticeStandardsJuly2017_.pdf
 - 2.2.5. Enter personally identifiable health data for all children served under this contract into the designated Home Visiting Data System.
- 2.3. The Contractor shall identify positive ways to establish relationships with families and to keep families engaged over time.
- 2.4. The Contractor shall provide home visits conducted by nurses during the prenatal and post-partum periods, as a supplement to the Healthy Families America model.
- 2.5. The Contractor shall offer services that:
 - 2.5.1. Are comprehensive.
 - 2.5.2. Support the Family.



- 2.5.3. Support parent-child interactions.
- 2.5.4. Support child development.
- 2.6. The Contractor shall ensure all families are referred to a medical provider or other supportive services as appropriate, which may include , but are not limited to:
 - 2.6.1. Housing Support
 - 2.6.2. Transportation
 - 2.6.3. Playgroups
 - 2.6.4. Breast Feeding Support
 - 2.6.5. Nutrition Support
- 2.7. The Contractor shall obtain all necessary authorizations for release of information. All forms developed for authorization for release of information must be approved by the Department prior to their use.
- 2.8. The Contractor shall coordinate, where possible, with other local service providers including, but not limited to:
 - 2.8.1. Health care providers.
 - 2.8.2. Social workers.
 - 2.8.3. Early interventionists.
- 2.9. The Contractor shall create and consult with a broadly-based advisory/governing group for the planning, implementation, and assessment of site related activities.

3. Staffing Requirements

- 3.1. The Contractor shall ensure staff possesses characteristics necessary to building trusting, nurturing relationships, and engaging families with different cultural values and beliefs than their own.
- 3.2. The Contractor shall hire staff in accordance with the requirements of the HFA Model Standards.
- 3.3. The Contractor shall provide home visiting staff with ongoing, reflective supervision in accordance with the requirements of the HFA Model Standards so staff is able to develop realistic and effective plans to empower families.
- 3.4. The Contractor shall ensure that direct service staff supervisors have a solid understanding of and experience in supervising and motivating staff, as well as providing support to staff in stressful work environments.
- 3.5. The Contractor shall ensure that supervisors meet the minimum qualifications outlined in the HFA Model Standards.
- 3.6. The Contractor shall ensure that program managers have the necessary qualifications as outlined in the HFA Model Standards.
- 3.7. The Contractor shall ensure that registered nurses (RN's) have a current license to practice in accordance with RSA 326-B and a minimum of two (2) years of experience in maternal and child health nursing.



- 3.8. The Contractor shall designate a liaison for all programmatic correspondence between the Department and the Vendor for matters including, but not limited to:
 - 3.8.1. Program announcements.
 - 3.8.2. Clinical updates.
 - 3.8.3. Reporting changes.
 - 3.8.4. Errors.
 - 3.8.5. Requests.
- 3.9. The Contractor shall ensure that HFA staff attend meetings and training required by the Department, including, but not limited to:
 - 3.9.1. Maternal Children and Health Section (MCH) Maternal, Infant, and Early Child Home Visiting (MIECHV) Coordinators Meetings
 - 3.9.2. MIECHV staff training
- 3.10. The Contractor shall ensure that staff completes basic training in accordance with HFA Model Standards including, but not limited to:
 - 3.10.1. Cultural competency.
 - 3.10.2. Reporting child abuse.
 - 3.10.3. Determining the safety of the home.
 - 3.10.4. Managing crisis situations.
 - 3.10.5. Responding to mental health, substance misuse, and/or interpersonal violence issues.
 - 3.10.6. Substance-exposed infants.
 - 3.10.7. Services available in the community.

4. Reporting and Deliverable Requirements

- 4.1. The Contractor shall submit a report of caseload analysis (See Exhibit A-1, Caseload and Capacity Analysis) each month.
- 4.2. The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation.
- 4.3. The Contractor shall, for the purposes of program evaluation and federal reporting, enter personally identifiable health data for all program participants into the Home Visiting Data System.
- 4.4. The Contractor shall submit a quarterly report outlining the program activities and achievement of stated outcomes.
- 4.5. The Contractor shall submit an annual report to the Department that includes, but is not limited to:
 - 4.5.1. Information regarding accomplishments and challenges for the program.
 - 4.5.2. Systemic barriers.
 - 4.5.3. Action plans to address barriers.



4.5.4. Family satisfaction survey results.

- 4.6. The Contractor shall submit all quarterly reports to the Department no later than the fifteenth (15th) day of the month following the reporting period of each contract year, with the first report due by October 15, 2018.
- 4.7. The Contractor shall submit annual reports by July 31st of each contract year, with the first report due on July 31, 2019.

5. Work Plan

- 5.1. The Contractor shall evaluate the progress of program participants as well as the performance of the programs and services provided.
- 5.2. The Contractor shall submit a Work Plan (See Exhibit A-2 Work Plan Template) that includes, but is not limited to:
 - 5.2.1. Input/resources.
 - 5.2.2. Activities/action plan.
 - 5.2.3. Performance measures.
 - 5.2.4. Continuous Quality Improvement (CQI) activities.
 - 5.2.5. Brief narrative describing strategies for CQI.

6. Performance Measures

- 6.1. All measures, consider services provided within the scope of this MCH contract during State Fiscal year 2019, July 1, 2018– June 30, 2019. Measures may be modified to reflect updates after October 1, 2018 to reflect new Federal updates.

6.1.1. Performance Measure #1

**Home Visiting New Hampshire-Healthy Families America (HVNH-HFA)
HFA Standard 7-5.B**

Measure: 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.

Goal: All post-partum women enrolled in HFA will receive this formal, validated screening for depression at the optimal time.

Definition: **Numerator-** Of those in the denominator, the number of women that received an Edinburgh Postnatal Depression Scale screening by 3 months postpartum

Denominator- The total number of women in the program who reached three (3) months post-partum during the reporting period and were enrolled prior to 3 months after the birth of their baby.

Data Source: HVNH-HFA Data Records



6.1.2. Performance Measure #2

HVNH-HFA Performance Measure #2 (Retention Report)

HFA Standard 3-4.A

Measure: Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline¹.

Goal: Families stay connected and maintain involvement with HFA services.

Definition: **Numerator-** Of those in the denominator, the number of families that remained in HFA services at least 6 months.

Denominator- The number of families who received a first home visit during the period for:

Quarter 1- 10/1/2017- 12/31/2017

Quarter 2 -1/1/2018 – 3/31/2018

Quarter 3 -4/1/2018 – 6/30/2018

Quarter 4 -7/1/2018 – 9/30/2018

Data Source: HVNH-HFA Data Records, HFA methodology for measuring retention rates

6.1.3. Performance Measure #3

HVNH-HFA Performance Measure #3

HFA Standards 6-5.B and 6-6.B

Measure: 90% of target children are referred for further evaluation after scoring below the "cutoff" on the ASQ-3. Children already receiving developmental services should not be screened.

Goal: All children served who are determined to be at risk for developmental delays, and are not already receiving developmental services, will receive a referral for further evaluation or services. (If a family declines a referral this should be documented in the family's file and the Family Support Specialist shall continue efforts to advocate for accessing developmental services).

Definition: **Numerator-** Of those in the denominator, the number of children that received follow-up health care when determined necessary by a formal, validated developmental screening (ASQ-3).

Denominator- The total number of children served in HFA in the past fiscal year who received at least one ASQ-3 in which they scored below the cutoff.

Data Source: HVNH-HFA Data Records, and ASQ-3, results.



6.1.4. Performance Measure #4

HVNH-HFA PROCESS Measure

HFA Standard 12-1.B

Measure: All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.

Goal: Service providers receive ongoing, effective supervision so they are able to develop realistic and effective plans to empower families.

Definition: **Numerator-** Of those in the denominator, the number of direct service staff who received 75% of required weekly individual supervision for a minimum of 1.5 hours for full time (.75 to 1.0 FTE) and 1 hour for part time staff (less than .75 FTE).

Denominator- The number of direct service staff/home visitors employed in the HFA Program during quarter.

Data Source: HVNH-HFA Data Records



Caseload and Capacity Analysis

1. Per Exhibit A, Scope of Services the Contractor shall submit a report of caseload analysis each month.
2. Caseload and Capacity Analysis shall be submitted via Microsoft Excel Workbook, provided by the Department; in accordance with the samples illustrated below:

2.1.1. Instructions Worksheet

CASELOAD AND CAPACITY ANALYSIS - to be completed for each month of the contract period

INTRODUCTION & NOTES

This Excel tool has been designed to streamline the caseload and capacity analysis and reporting processes for both the Local Implementing Agency and the State Team, and to standardize the way metrics are calculated across all UAs. Please do not copy this workbook to use next month; instead, open the file named for monthly data you are reporting (i.e. in early January for the file named "012018") to report December 2018 data. Please do not change the name of the file when emailing the report to HRSDPHS.

If your home visitors change during the reporting month, the home visitor's name will adjust to your original assignment. Please see the MAINTENANCE Instructions below.

USERS

1. Click on a home visitor worksheet (HV) tab, below. Enter the home visitor's information into the GREEN CELLS only: their Name, # hours per week paid by HFA, and % of HFA time as a
2. Enter the number of families on each level that the home visitor saw in the reporting month.
3. Repeat Steps 1-2 for each home visitor allocated to HFA Home Visiting during the month, in the separate tabs provided.
4. If you have a home visitor position that is currently vacant, please indicate this using "RECRUITMENT" instead of the home visitor's name.
5. Click the "Capacity Analysis" worksheet tab to review the analysis for your Local Implementing Agency this month.

NOTE: to optimize your case-assignment planning, use next month's workbook to model your family and case-weight numbers, and see what your performance results will be!

PLEASE FOLLOW UP IF YOUR FAMILY SERVICE WORKERS CHANGED IN THE REPORTING MONTH

If your HFA home visiting staff changed, but the number of HFA home visitors did not exceed 5, simply change the "Name of staff member" in Cell B2. Return to Step 1.

If the number of HFA home visitors during the reporting month was greater than 5, contact the State Team for technical assistance, OR:

MAINTENANCE

1. Duplicate the last FSW worksheet tab (right-click, select "move or copy", click box "create a copy", move to "before Capacity Analysis")
2. Update formulas in the Capacity Analysis worksheet tab to include the new FSW worksheet:
 - a. # families served, per case weight category (cells E3:G3)
 - b. % of monthly home visitor capacity utilized (cells E7, F7)
 - c. Service Utilization % (cells, E10, F10)

Note: The # of hours paid should be the salaried or expected contracted hours for HFA only, regardless of vacation days, out of office, sick, etc.
 Note: The % of time spent home visiting should be the % of time - of the HFA hours recorded above - doing home visiting work. For FSWs who are NOT also doing FAW work, the % will be 100%.
 Once the green cells are filled, all orange fields and the Capacity Analysis worksheet will auto-calculate for the individual home visitors and for your UA.
 If the total number of families or the total weighted caseload is above the maximum, the corresponding field will turn red.

2.1.2. Home Visitor Worksheet

Month for Caseload Analysis	July 2018	Name of staff member			Permanent Special Circumstances (PSC) families should be captured above at their level, AND in this section if they have any of the following: need an interpreter, have multiple births (twins, triplets, etc.), have significant additional travel time, or a child with special							Extra Case Weight	
# hours per week worked for HFA only		Of the hours above, % time as HFA home visitor			# of families with additional caseload due to PSCs								
Caseload multiplier	0.00	Level	Description	Number of Families on Level	Weight	Weighted Caseload per Level	0.5	1	1.5	2	2.5	3	
Level 2P	Prenatal - visits every other week during first and second	2.00	0										0
Level 1P	Prenatal - visits every week in third trimester (or earlier if	2.00	0										0
Level 1	First 6 months after birth or enrollment - visits every week	2.00	0										0
Level 2	Visits every other week	1.00	0										0
Level 3	Visits once per month	0.50	0										0
Level 1SS	Crisis Intervention - visits weekly, or more if needed	3.00	0										0
Level 4	Visits once per quarter	0.25	0										0
Creative Outreach (CO)	Creative Outreach (CO) is for families that completed at least one home visit but became disengaged.	2.00	0										0
Level CO1	CO families are given the same caseload weight they had prior to going on CO, to ensure space if re-engaged.	1.00	0										0
Level CO3	CO families are given the same caseload weight they had prior to going on CO, to ensure space if re-engaged.	0.50	0										0
Temporary Assignments (TO, TR)	Temporarily Out of Area (TO): for up to 3 months, families are given the same caseload weight they had prior to going on CO, to ensure space if re-engaged.	2.00	0										0
Level TO1	Temporarily Out of Area (TO): for up to 3 months, families are given the same caseload weight they had prior to going on CO, to ensure space if re-engaged.	1.00	0										0
Level TO2	Temporarily Out of Area (TO): for up to 3 months, families are given the same caseload weight they had prior to going on CO, to ensure space if re-engaged.	1.00	0										0
Level TO3	Temporary Re-Assignment (TR): for up to 3 months, families accept voluntary re-assignment to another FSW due to leave or	0.50	0										0
Level TR	Temporary Re-Assignment (TR): for up to 3 months, families accept voluntary re-assignment to another FSW due to leave or	0.50	0										0
Actual totals				0	0	0	Total additional PSC caseloads						
Maximum for fidelity				0	0	0							
HFA CAPACITY CALCULATION				#DIV/0!									
FSW Contribution to HRSA CAPACITY CALCULATION				#DIV/0!									



2.1.3. Capacity Analysis Worksheet

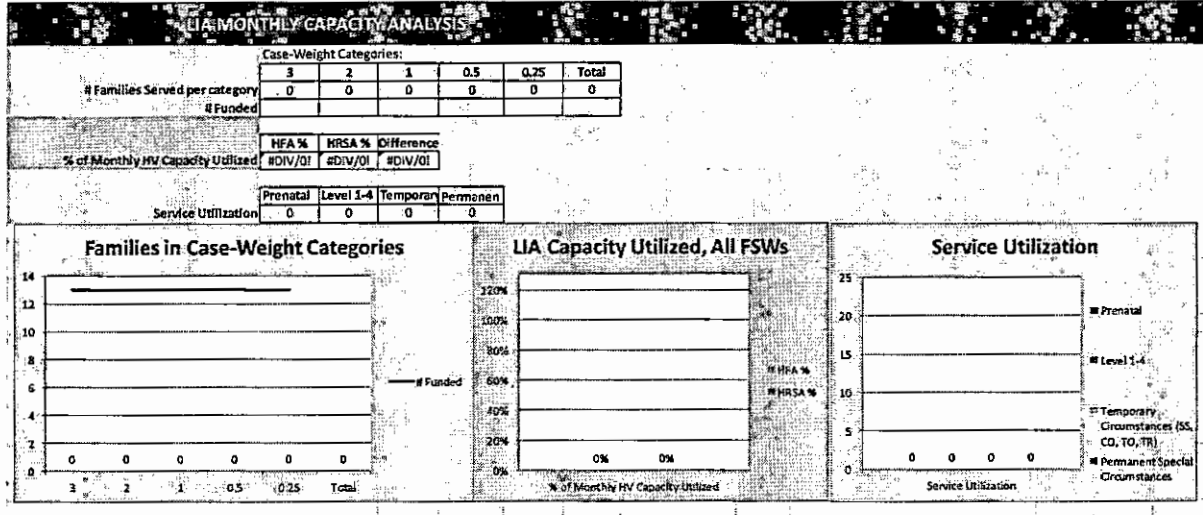


Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019

AGENCY NAME: _____ SERVICE AREA: _____

WORKPLAN COMPLETED BY: _____

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #1 (HFA Standard 7-5.B): 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.	
	EVALUATION ACTIVITIES	SFY 19 Target <u>70%</u> Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #2 (HFA Standard 3-4.A): Increase the percent of families who remain enrolled in HFA for at least 6 months. FY 17 average baseline = SFY 19 Target <u>Site enters target here based on prior FY performance</u> _____	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #3 (HFA Standard 6-7.A): 90% of children receive further evaluation (or services) after scoring below the "cutoff" on the ASQ-3. SFY 19 Target <u>90%</u>	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		PROCESS Measure: (HFA Standard 12-1.B) All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____	
		Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____	
		Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____	
		Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	



Exhibit B Method and Conditions Precedent to Payment

1. This Contract is funded with federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) # 93.870 (<https://www.cfda.gov>), U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibit B-1, Budget, Exhibit B-2, Budget and Exhibit B-3 Budget.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov
 - 4.4. Expenditure detail should be included with submission of the invoice.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items within the price limitation of Exhibits B-1, B-2 and B-3 Budget, can be made by written agreement of both parties without further approval of the Governor and Executive Council.

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: TLC Family Resource Center

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (6FY 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 106,964.00	\$ -	\$ 106,964.00	\$ 21,615.00	\$ -	\$ 21,615.00	\$ 85,349.00	\$ -	\$ 85,349.00
2. Employee Benefits	\$ 12,825.00	\$ -	\$ 12,825.00	\$ 2,954.00	\$ -	\$ 2,954.00	\$ 9,871.00	\$ -	\$ 9,871.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 8,185.00	\$ -	\$ 8,185.00	\$ 2,965.00	\$ -	\$ 2,965.00	\$ 3,230.00	\$ -	\$ 3,230.00
7. Occupancy	\$ -	\$ 11,185.00	\$ 11,185.00	\$ -	\$ 11,185.00	\$ 11,185.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 1,034.00	\$ 1,034.00	\$ -	\$ 1,034.00	\$ 1,034.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 1,150.00	\$ 1,150.00	\$ -	\$ 1,150.00	\$ 1,150.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 5,500.00	\$ -	\$ 5,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 4,000.00	\$ -	\$ 4,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory): HFA Affiliat	\$ 1,550.00	\$ -	\$ 1,550.00	\$ -	\$ -	\$ -	\$ 1,550.00	\$ -	\$ 1,550.00
TOTAL	\$ 134,034.00	\$ 13,369.00	\$ 148,963.00	\$ 30,034.00	\$ 13,369.00	\$ 43,403.00	\$ 104,000.00	\$ -	\$ 104,000.00

Indirect As A Percent of Direct

10.0%

Contractor Initials *MRC*
Date *5/21/18*

Exhibit B-2, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: TLC Family Resource Center

Budget Request for: Home Visiting

Budget Period: July 1, 2019 - June 30, 2020 (SFY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 106,964.00	\$ -	\$ 106,964.00	\$ 21,615.00	\$ -	\$ 21,615.00	\$ 85,349.00	\$ -	\$ 85,349.00
2. Employee Benefits	\$ 12,823.00	\$ -	\$ 12,823.00	\$ 2,954.00	\$ -	\$ 2,954.00	\$ 9,871.00	\$ -	\$ 9,871.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 6,195.00	\$ -	\$ 6,195.00	\$ 2,965.00	\$ -	\$ 2,965.00	\$ 3,230.00	\$ -	\$ 3,230.00
7. Occupancy	\$ -	\$ 11,185.00	\$ 11,185.00	\$ -	\$ 11,185.00	\$ 11,185.00	\$ -	\$ -	\$ -
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 1,034.00	\$ 1,034.00	\$ -	\$ 1,034.00	\$ 1,034.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 1,150.00	\$ 1,150.00	\$ -	\$ 1,150.00	\$ 1,150.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 5,500.00	\$ -	\$ 5,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 4,000.00	\$ -	\$ 4,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 1,550.00	\$ -	\$ 1,550.00	\$ -	\$ -	\$ -	\$ 1,550.00	\$ -	\$ 1,550.00
TOTAL	\$ 134,034.00	\$ 13,368.00	\$ 148,902.00	\$ 30,034.00	\$ 13,368.00	\$ 43,402.00	\$ 104,000.00	\$ -	\$ 104,000.00

Indirect As A Percent of Direct 10.0%

Contractor Initials *mms*
Date *5/21/19*

Exhibit B-4, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: TLC Family Resource Center

Budget Request for: Home Visiting

Budget Period: July 1, 2020 - September 30, 2020 (3 Months of SFY 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 26,741.00	\$ -	\$ 26,741.00	\$ 5,404.00	\$ -	\$ 5,404.00	\$ 21,337.00	\$ -	\$ 21,337.00
2. Employee Benefits	\$ 3,196.00	\$ -	\$ 3,196.00	\$ 728.00	\$ -	\$ 728.00	\$ 2,468.00	\$ -	\$ 2,468.00
3. Consulting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,548.00	\$ -	\$ 1,548.00	\$ 741.00	\$ -	\$ 741.00	\$ 807.00	\$ -	\$ 807.00
7. Occupancy	\$ -	\$ 2,796.00	\$ 2,796.00	\$ -	\$ 2,796.00	\$ 2,796.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ 258.00	\$ 258.00	\$ -	\$ 258.00	\$ 258.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 276.00	\$ 276.00	\$ -	\$ 276.00	\$ 276.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 888.00	\$ -	\$ 888.00	\$ 375.00	\$ -	\$ 375.00	\$ 513.00	\$ -	\$ 513.00
12. Subcontract Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific describe mandatory): HFA Affiliate	\$ 775.00	\$ -	\$ 775.00	\$ -	\$ -	\$ -	\$ 775.00	\$ -	\$ 775.00
TOTAL	\$ 33,436.00	\$ 3,336.00	\$ 36,772.00	\$ 7,498.00	\$ 3,330.00	\$ 10,828.00	\$ 26,000.00	\$ -	\$ 26,000.00

Indirect As A Percent of Direct

9.9%

Contractor Initials *mmc*
Date *5/21/18*



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



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:

5/21/18
Date

Margaret Mau-Cand
Name:
Title: Exec Director



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

5/21/18
Date

Margaret Macor-Cornell
Name: Exec Director
Title:



**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 (1)(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:

5/21/18
Date

Margaret Mene-Gesro
Name: M
Title: Exec 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

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

Contractor Initials *WMC*

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:

5/21/18
Date

Margaret Monce-Cox
Name:
Title: Exec. Director

Exhibit G

Contractor Initials MMC

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

Date 5/21/18



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:

5/21/18
Date

Morgan L...
Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (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.

Department of Health and Human Services
 The State
 Signature of Authorized Representative
 Name of Authorized Representative
 Title of Authorized Representative
 Date

Name of the Contractor
 Signature of Authorized Representative
 Name of Authorized Representative
 Title of Authorized Representative
 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:

5/20/18
Date

Margaret Harlow
Name:
Title:



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: 107210754 / 3VRRZ
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO X 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: _____



DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



DHHS Information Security Requirements

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



Exhibit K

DHHS Information Security Requirements

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



DHHS Information Security Requirements

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

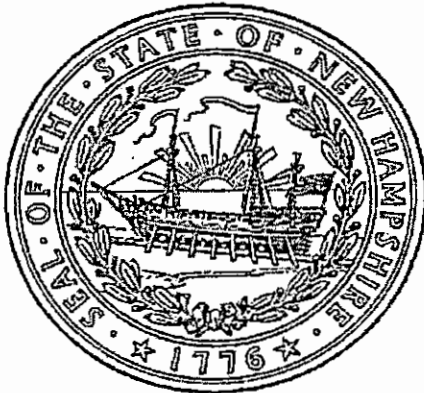
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TLC FAMILY RESOURCE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 14, 2004. 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: 461338



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of February A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Laura Hagley, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of The Family Resource Center
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 5/21/18:
(Date)

RESOLVED: That the Margaret Monroe-Cassel
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21 day of May, 2018.
(Date Contract Signed)

4. Margaret Monroe-Cassel is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Laura Hagley
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Sullivan

The forgoing instrument was acknowledged before me this 21st day of May, 2018.

By Laura Hagley
(Name of Elected Officer of the Agency)

John Kley
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: JO-ANN KLEYENSTEUBER, Notary Public
My Commission Expires August 5, 2019

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2018

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 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 Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: PHONE (A/C No. Ext): 603-352-2121 FAX (A/C No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED TLC2 TLC Family Resource Center P.O. Box 1098 Claremont NH 03743	INSURER A: Philadelphia Insurance Company NAIC # 0	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

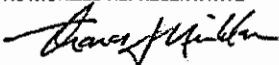
COVERAGES **CERTIFICATE NUMBER:** 1942563237 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PHPK1664822	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1664822	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER **CANCELLATION**

NH Dept of Health and Human Services 129 Pleasant Street Concord NH 03301-6504	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 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2018

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 Gifford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603)293-2791 E-MAIL ADDRESS: fairley@esinsurance.net	FAX (A/C, No): (603)293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED TLC FAMILY RESOURCE CENTER PO BOX 1098 CLAREMONT NH 03743-1098	INSURER A: FirstComp NAIC #: 27626	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2017-18 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0093557-09	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

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

The Mission of TLC Family
Resource Center is to
promote the optimal health
and development of children
and families in our region of
New Hampshire.

**TLC FAMILY RESOURCE
CENTER, INC.**

**Financial Statements
June 30, 2017**

FINANCIAL STATEMENTS

TLC FAMILY RESOURCE CENTER, INC.

June 30, 2017

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Statement of Activities	3
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LAWRENCE E. REED, CPA, PC
Professional Corporation
C E R T I F I E D P U B L I C A C C O U N T A N T

PO Box 760
Chester, VT 05143
(802) 875-2322
Fax (802) 875-2324
Email lercpa@vermontel.net

Member of American Institute of
Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors of
TLC Family Resource Center, Inc.

We have reviewed the accompanying financial statements of TLC Family Resource Center, Inc. (a nonprofit corporation), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Organization management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

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.

Accountant's Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Lawrence E. Reed, CPA, PC

October 17, 2017
Chester, VT
VT License No. 1039

STATEMENT OF FINANCIAL POSITION
TLC FAMILY RESOURCE CENTER, INC.
June 30, 2017
(With Comparative Totals for June 30, 2016)

	<u>June 30, 2017</u>			As of June 30, 2016
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>	<u>Totals (Memorandum)</u>
ASSETS				
Cash and cash equivalents	\$ 103,742	\$ 17,675	\$ 121,417	\$ 79,109
Grants and accounts receivable	51,338	2,500	53,838	43,782
Equipment and furniture	62,803	-	62,803	62,803
Accumulated depreciation	<u>(46,276)</u>	<u>-</u>	<u>(46,276)</u>	<u>(40,665)</u>
TOTAL ASSETS	<u>\$ 171,607</u>	<u>\$ 20,175</u>	<u>\$ 191,782</u>	<u>\$ 145,029</u>
LIABILITIES AND NET ASSETS				
LIABILITIES				
Accounts payable	\$ 3,771	\$ -	\$ 3,771	\$ 3,019
Accrued expenses	23,729	-	23,729	19,640
Fiscal sponsor funds	<u>15,884</u>	<u>-</u>	<u>15,884</u>	<u>15,000</u>
TOTAL LIABILITIES	43,384	-	43,384	37,659
NET ASSETS	<u>128,223</u>	<u>20,175</u>	<u>148,398</u>	<u>107,370</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 171,607</u>	<u>\$ 20,175</u>	<u>\$ 191,782</u>	<u>\$ 145,029</u>

See independent accountant's review report and accompanying notes.

STATEMENT OF FINANCIAL ACTIVITIES
TLC FAMILY RESOURCE CENTER, INC.
Year Ended June 30, 2017
(With Comparative Totals for the Year Ended June 30, 2016)

	<u>Year Ended June 30, 2017</u>			<u>Year Ended</u> <u>June 30, 2016</u>
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>	<u>Totals (Memorandum)</u>
SUPPORT AND REVENUE				
Governmental support	\$ 398,307	\$ -	\$ 398,307	\$ 405,790
Foundations and trusts	71,000	91,922	162,922	141,010
Program fees	67,413	-	67,413	68,155
Contributions	49,044	2,500	51,544	39,121
Donated inventory	13,423	-	13,423	18,925
In-kind materials and services	688	-	688	13,748
Fundraising	10,821	-	10,821	11,470
Facility sublease income	7,193	-	7,193	-
Net assets released from restrictions	<u>92,004</u>	<u>(92,004)</u>	<u>-</u>	<u>-</u>
TOTAL SUPPORT AND REVENUE	709,893	2,418	712,311	698,219
EXPENSES				
Program services				
Comprehensive Family Support	214,351	-	214,351	208,779
Healthy Families	176,422	-	176,422	169,037
PREP	87,228	-	87,228	75,873
Parent Aide	49,192	-	49,192	49,927
Second Beginnings	<u>23,940</u>	<u>-</u>	<u>23,940</u>	<u>26,405</u>
	551,133	-	551,133	530,021
Fundraising	30,057	-	30,057	-
Management and general	90,093	-	90,093	97,872
TOTAL EXPENSES	671,283	-	671,283	627,893
CHANGE IN NET ASSETS	38,610	2,418	41,028	70,326
Net assets at Beginning of Year	<u>89,613</u>	<u>17,757</u>	<u>107,370</u>	<u>37,044</u>
NET ASSETS AT END OF YEAR	\$ <u>128,223</u>	\$ <u>20,175</u>	\$ <u>148,398</u>	\$ <u>107,370</u>

See independent accountant's review report and accompanying notes.

STATEMENT OF CASH FLOWS
TLC FAMILY RESOURCE CENTER, INC.
Year Ended June 30, 2017
(With Comparative Totals for the Year Ended June 30, 2016)

	<u>Year Ended June 30, 2017</u>			<u>Year Ended June 30, 2016</u>
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>	<u>Totals (Memorandum)</u>
OPERATING ACTIVITIES				
Change in net assets	\$ 38,610	\$ 2,418	\$ 41,028	\$ 70,326
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:				
Depreciation	5,611	-	5,611	3,637
Donated computer equipment	-	-	-	(11,125)
(Increase) decrease in operating assets:				
Grants and accounts receivable	(7,556)	(2,500)	(10,056)	3,216
Increase (decrease) in operating liabilities:				
Accounts payable	752	-	752	847
Accrued expenses	4,089	-	4,089	(8,548)
Fiscal sponsor funds	884	-	884	15,000
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	42,390	(82)	42,308	73,353
FINANCING ACTIVITIES				
Principle payments on bank LOC	-	-	-	(13,051)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	-	-	-	(13,051)
INCREASE (DECREASE) IN CASH	42,390	(82)	42,308	60,302
Beginning cash and cash equivalents	<u>61,352</u>	<u>17,757</u>	<u>79,109</u>	<u>18,807</u>
ENDING CASH AND CASH EQUIVALENTS	<u>\$ 103,742</u>	<u>\$ 17,675</u>	<u>\$ 121,417</u>	<u>\$ 79,109</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION				
Interest paid			<u>\$ -</u>	<u>\$ 209</u>

See independent accountant's review report and accompanying notes.

SCHEDULE OF FUNCTIONAL EXPENSES
TLC FAMILY RESOURCE CENTER, INC.
Year Ended June 30, 2017
(With Comparative Totals for the Year Ended June 30, 2016)

	Total All Services	Mgt. & General	Fund- raising	Program Services						Totals (Memorandum)
				Total	Family Support	Healthy Families	PREP	Parent Aide	Second Beginnings	
Salaries and wages	\$467,402	\$65,342	\$23,605	\$378,455	\$149,592	\$121,286	\$54,861	\$36,259	\$16,457	\$453,744
Occupancy	40,986	-	-	40,986	15,153	12,728	6,181	4,055	2,869	38,812
Program supplies & expenses	36,236	10,152	1,496	24,588	11,355	8,511	2,898	514	1,310	25,403
Payroll taxes	34,259	4,601	1,793	27,865	10,822	8,886	4,161	2,738	1,258	35,775
Employee benefits	27,118	5,281	-	21,837	8,688	6,683	3,285	2,191	990	9,674
Mileage reimb.	16,244	44	444	15,756	7,638	4,038	2,757	1,300	23	12,542
Advertising & marketing	10,464	2,514	2,198	5,752	507	520	4,692	-	33	12,103
Training & dev.	12,349	135	-	12,214	1,964	6,632	3,614	4	-	9,728
Depreciation	5,610	826	-	4,784	1,891	1,533	694	458	208	3,638
Professional fees	5,500	-	500	5,000	1,926	1,555	773	491	255	5,000
Insurance	5,424	-	-	5,424	2,147	1,660	815	537	265	5,277
Telephone	4,743	-	-	4,743	1,879	1,473	715	469	207	5,284
Printing	3,443	951	21	2,471	305	485	1,593	65	23	6,521
Postage	817	146	-	671	252	244	104	55	16	1,561
In-kind services and materials	688	101	-	587	232	188	85	56	26	2,622
Interest	-	-	-	-	-	-	-	-	-	209
TOTAL EXPENSES	\$671,283	\$90,093	\$30,057	\$551,133	\$214,351	\$176,422	\$87,228	\$49,192	\$23,940	\$627,893

See independent accountant's review report and accompanying notes.

NOTES TO FINANCIAL STATEMENTS
TLC FAMILY RESOURCE CENTER, INC.
June 30, 2017

NOTE A -- ORGANIZATION

TLC Family Resource Center, Inc., (the "Organization") is a non-profit organization established in 2004 for the purpose of promoting the physical and emotional health and safety of women and families expecting infants or with young children. The organization serves individuals in New Hampshire's Sullivan and lower Grafton Counties and is funded primarily through governmental financial assistance and program fees. A Board of Directors sets policy for the Organization and an Executive Director has the responsibility of direct management. During the year-ended June 30, 2017, the Organization's revenue sources as a percentage of total revenue were federal, state and municipal grants 56%, contributions and special event proceeds 34%, program fees and other income 10%.

NOTE B -- SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation: In accordance with Financial Accounting Standards Board (FASB) ASC 958-200, *Financial Statements of Not-for-Profit Organizations*, the Organization reports information regarding its financial position and activities according to three classes of net assets as follows:

Unrestricted net assets: includes assets for which no restrictions as to use or program period have been imposed by the donor; unrestricted contributions, including service contracts, and unconditional promises to give are recorded as increases in the period received; expenses are recorded as decreases to unrestricted net assets when incurred.

Temporarily restricted net assets: includes assets for which restrictions have been imposed as to use or program period; support and revenue is recognized as an increase when the restricted award or contribution is received; when the temporary restriction has expired the amount is reported as a separate reclassification which decreases temporarily restricted net assets and increases unrestricted net assets.

Permanently restricted net assets: includes assets for which the donor has imposed a permanent restriction on the use of the funds. As of June 30, 2017, the organization had no permanently restricted net assets.

Estimates: The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents: The Organization considers all highly liquid investments with maturities of three months or less when purchased to be cash equivalents.

Advertising Costs: The Organization uses advertising to promote its programs and to fill positions. The costs of advertising are expensed as incurred. During the year ended June 30, 2017 advertising costs totaled \$10,464.

NOTE B -- SIGNIFICANT ACCOUNTING POLICIES - Continued

Property and Equipment: Property, equipment, and improvements with costs greater than \$500 are carried at cost. Major maintenance activities are capitalized if they extend the life of the property or equipment. Donations of property and equipment are recorded as support at their estimated fair value and recorded as unrestricted support or restricted support if the donor has restricted the donated asset for a specific purpose. Property, equipment, and improvements are depreciated using the straight-line method over the estimated useful lives of the assets. Depreciation expense for the year ended June 30, 2017 totaled \$5,610.

Revenue Recognition: The Organization accounts for contributions in accordance with FASB ASC 958-605, *Accounting for Contributions Received and Contributions Made*. Under such statement, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. Unrestricted contributions, and restricted contributions for which the restrictions expire in the fiscal year in which the contributions are recognized, are reported as increases in unrestricted net assets. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted assets are reclassified to unrestricted assets.

Contributed Services, Facilities and Materials: During the year ended June 30, 2017 the Organization received direct and indirect contributions of services, facilities and materials related to its programs and fundraising efforts. The Organization operates a thrift store which sells donated clothing and housing goods. Because of the difficulty of valuing the donated inventory when it is received, the inventory donation is recognized as income on the statement of activities when the inventory is sold. Contributions of services creating or enhancing non-financial assets, or requiring specialized skills that would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received. Materials and other assets received as donations are recorded and reflected in the accompanying financial statements at their fair values at the date of receipt.

Functional Allocation of Expenses: The costs of providing program activities have been summarized on a functional basis in the statement of activities. Support expenses not directly chargeable to program costs are allocated based on direct program expenses, units of service, or other program related methods. Accordingly, certain costs have been allocated between program services and supporting services.

Income Taxes: The Organization is exempt from federal and state taxes under section 501(c)(3) of the Internal Revenue Code and has been classified as an entity that is not a private foundation within the meaning of Section 509 (a) and qualifies for deductible contributions as provided in Section 170(b)(1)(A)(vi). The Center's Forms 990, Return of Organization Exempt from Income Tax, for the years ending June 30, 2017, 2016 and 2015 are subject to examination by the IRS, generally for three years after they were filed.

NOTES TO FINANCIAL STATEMENTS
TLC FAMILY RESOURCE CENTER, INC.
June 30, 2017

NOTE C -- GRANTS AND ACCOUNTS RECEIVABLE

The Organization is awarded cost reimbursement grants by various organizations. Revenues associated with these grants are recorded as the associated expenses are incurred. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Organization's policy to charge off uncollectible receivables when management determines the receivable will not be collected. Grants and accounts receivable totaling \$53,838 as of June 30, 2017 are composed of the following balances and are deemed by management to be fully collectible:

Accounts receivable	\$ 3,380
County funding	7,500
State cost reimbursements	<u>42,958</u>
	<u>\$53,838</u>

NOTE D -- CONTINGENT LIABILITIES

The Organization receives funds under various state and federal programs. Under the terms of these programs, the Organization is required to expend the funds within the designated period for purposes specified in the grant proposal. If expenditures of the funds were found to not have been made in compliance with the proposal, the Organization might be required to return this portion of funds to the grantor. As of June 30, 2017, there were no known disallowed expenditures and, therefore, no provision has been made for this contingency.

NOTE E -- SUPPORT FROM GOVERNMENTAL UNITS

The Organization receives a substantial amount of its support from federal and state governments. A significant reduction in the level of this support, if this were to occur, may have an effect on the Organization's ability to continue its programs and activities.

NOTE F -- BANK LINE OF CREDIT

The Organization has a bank line of credit in the amount of \$80,000 which was renewed in March 2017. The bank holds a security interest in all the assets of the Organization. The terms of the credit line include monthly payments of interest, based on the New York Prime rate adjusted monthly, and full payment of the outstanding balance for a minimum period of 30 days each year. As of June 30, 2017, the outstanding balance was \$0.

NOTE G -- RESTRICTIONS ON ASSETS

Temporarily restricted net assets totaling \$20,175 as of June 30, 2017 are related to Healthy Families program and IT support and equipment upgrades.

NOTES TO FINANCIAL STATEMENTS
TLC FAMILY RESOURCE CENTER, INC.
June 30, 2017

NOTE H -- OPERATING LEASE ARRANGEMENTS

The Organization leases its facility under a lease agreement, signed on December 1, 2011, which provides for twelve-month renewal periods based on a stipulated monthly rental payment plus utilities and a real estate tax escalation clause. This lease was extended for another year beginning July 1, 2017 at a monthly rent payment of \$1,900, for a total lease commitment of \$22,800. Facility lease payments for the year ended June 30, 2017 totaled \$22,800.

On January 1, 2014 a four year photocopier lease was signed with monthly rent of \$136. Photocopier lease expense for the year-ended June 30, 2017 totaled \$1,632.

Future minimum lease payments are as follows:

Fiscal 2018	\$24,432
Fiscal 2018	<u>1,632</u>
Total	<u>\$26,064</u>

The Organization entered into a sublease agreement for a portion their space on October 1, 2016. The sublease payments are \$500 per month, plus reimbursement of utilities costs, with the agreement ending June 30, 2017. The total sub-lease income plus utilities reimbursement received for the year ended June 30, 2017 was \$7,193.

NOTE I -- FAIR VALUE OF FINANCIAL INSTRUMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. As of June 30, 2017 the Organization has no financial instruments subject to the disclosure requirements. Cash and cash equivalents, grants and accounts receivable, accounts payable, accrued expenses, advances refundable, and fiscal agency funds are reported in the statement of financial position approximate fair values because of the short maturities of those instruments or because of the fixed rate of interest required to be paid.

NOTE J -- FISCAL SPONSOR FUNDS

The Organization has several grant agreements to serve as a fiscal sponsor for a local initiative. Under the agreements the Organization received \$31,500 for which \$28,350 will be administered for the benefit of the local initiative and \$3,150 will be earned as an administrative fee.

NOTE K -- SUBSEQUENT EVENTS

Management considered subsequent events through October 17, 2017, the date the financial statements were available to be issued.

TLC Family Resource Center
BOARD OF DIRECTORS
2018

Clara Sheehy (Pres)
Court-Appointed Special Advocate

Janet Miller Haines (Vice Pres)
Retired, AT&T

William Sullivan, (Treasurer)
CPA

Laura Hagley
Valley Regional Hospital, Rehabilitation Manager

Megan Blood
Purchasing, Hypertherm

Karen Cooper
Retired IT

Thomas Cooper
Retired IT

Nancy Crocker
Retired Pediatrician

Beth Hoyt-Flewelling
Retired, Granite State College

Debra Mochi
Insurance and Risk Management

Peter Nelson
Retired Health Center Administrator

Carole Wood
Retired Educator

Jane VanBremen
Parent Child Development Specialist

BRENDA L. FOLEY

SKILLS & EXPERIENCE as acquired and demonstrated through trainings, education, and life/work history.

- Strong ability to communicate effectively with diverse populations
- Interpersonal relationship building and conflict resolution
- Ability to adapt to difficult situations
- Detail oriented
- Capable problem solver
- Good organizational skills
- Efficient computer abilities
- Effective time and project management
- Leadership skills

EDUCATION

Granite State College, Claremont, NH

- Bachelor of Science degree in Health & Human Services.
- Graduation: December 2006. Summa Cum Laude
- Recipient of Granite State College's 2006-2007 Merit Scholarship Award.

Andover College, Portland, ME

- Associate in Applied Science degree. Medical Assisting major/Human Services minor.
- Graduation: May 2002. GPA 4.0
- Recipient of Andover College's President Cup Award 2002.

EMPLOYMENT

Resident Services Coordinator, POAH Communities at Sugar River Mills Claremont, NH (5/13-4/15)

- Develop and implement supportive service programming in collaboration with residents, site staff and management and local community service providers.
- Identify, assess and coordinate the delivery of services with service providers and contractors
- Maintain all necessary information and reports in a confidential manner following the regulatory guidance provided by HUD.

Economic Independence / Direct Services Coordinator, TPN Claremont, NH (12/03-6/05; 12/09-5/13)

- Developed, coordinated and supervised the EIP, a grant funded program designed to promote and assist victim/survivors of domestic abuse, sexual assault, and stalking with whatever s/he may identify in order to reach self sufficiency and economic independence.
- Educated and trained community and businesses of trauma informed services.
- Coordinated and supervised agency D.S. staff and services including 24-hour crisis and support line, individual peer support counseling; group facilitation; outreach services, social services, legal, medical, law enforcement, and court advocacy and mediation, transportation; shelter and safe home placement; and referrals and follow up.
- Established and maintained collaborative working relationships with community providers including police, courts, attorneys, clergy, and medical mental health and social service providers.
- Recruited, trained, and retained 24-hour volunteer task force.

Independent Services Coordinator, Self-employed Contractor, Claremont, NH (12/09-present)

- Provide services as described below for two individuals who with the agreement and consent of their guardians requested I continue as their case manager by contracting independently with PathWays.

Family Services Coordinator, PathWays of the River Valley, Claremont, NH (12/06-12/09)

- Provided comprehensive case management social role valorization, and advocacy for persons with developmental disabilities and /or traumatic brain injury, ensuring the preservation of civil rights and those rights to treatment and services as set forth in NH RSA 171-A.
- Facilitated planning meetings, individual budgets, legal processes; and acted as a liaison between the individual, community, state agencies, and service providers.

COMMUNITY SERVICE & VOLUNTEERISM

- Notary Public, State of New Hampshire, Commission expires February 2, 2016
- Crisis Intervention Volunteer Advocate, TPN Sullivan County 2005-2009, 2013-present
- Team Leader: Steppin Up to End Violence annual walk, TPN 2007-present

Karen W. Jameson, M.Ed, RN

Education:

University of Maine, Orono, ME
Bachelor of Science in Animal, Veterinary and Aquatic Sciences May 1991

New Hampshire Community Technical College, Claremont, NH
Associate degree in nursing May 2001

Plymouth State University, NH
M.Ed/ in Health Education – May 2009

Professional

Experience: Good Beginnings of Sullivan County, Claremont, NH 03743

(9/02- present)

Registered Nurse/Lactation Counselor/Home Visiting Coord.: Function as a member of a dynamic team providing comprehensive health and parenting support to pregnant women, children and families. Provides health education and encouragement to ensure the best possible outcomes for infant and mother. Network with other social service agencies.

Valley Regional Hospital, Claremont, NH 03743

(6/01-12/02)

Registered Nurse: Assessed, diagnosed, planned, implemented and evaluated health care strategies for patients in a fast-paced medical and surgical unit.

Planned Parenthood of Northern New England, West Lebanon, NH 03784

(9/94-5/03)

Health care Assistant/ Registered Nurse: Performed a variety of medical, clerical, and administrative functions in a busy health care facility. Responsible for client safety, education and advocacy.

Dartmouth College, Biology Department, Hanover, NH 03755

(1/93-1/94)

Laboratory technician: Directly responsible for the efficient operation of a cell biology research lab. Supervised and trained several undergraduate students, ordered and inventoried supplies, performed various scientific assays. Assisted in grant application process.

Avian farms International, Waterville, ME 04989

(12/91-7/92)

Barn Manager: Independently supervised three employees in the care of 4,000 genetic research chickens. Responsible for barn safety, flock health, record keeping, egg production and egg hatchability. Member of company safety committee.

ERIN A. KELLY

SUMMARY

Enthusiastic, personable and dedicated professional with 8+ years experience in supporting and advocating for clients with a wide range of skills and goals. Proven track record in dependability, communication and organizational skills. Ability to multi-task, prioritize and analyze to obtain best possible outcomes.

SKILLS

- Active listening
- Reading Comprehension
- Service Orientation
- Familiar with confidentiality procedures
- Critical Thinking
- Writing
- Excellent Time Management Skills
- Judgement and Decision Making
- Coordination
- Problem Sensitivity
- Organizational skills,
- Excellent Communication skills
- Ability to analyze situations from multiple vantage points
- Very versed in experience with the public, from varied socio-economic classes
- Current CPR and First Aid Certification
- Life long learner- have attended countless conferences, seminars, and panel as well as collaboration efforts with other area organizations.

WORK EXPERIENCE

January 2007 - Present

Southwestern Community Services - Head Start

Family Advocate

- Assist families in goal setting, finding available resources, educational opportunities, referrals to outside agencies
- Familiarity with social service agencies in the area
- 100% success rate in program wide federal reviews
- Maintain clients' records from application to graduation from the program
- Manage client database
- Compliance with Office of Head Start initiatives, policies and procedures.

Summer 2008 & 2009

West Central Behavioral Health

Behavioral Support.

&

Summer 2004 & 2005

Health Care and Rehabilitation Services of Southeastern Vermont

Behavioral Support

- Assisted children with their therapeutic goals as outlined by their treatment plan
- Provide support, role modeling, and help identifying strengths
- Offer advice in overcoming challenges and support growing self-confidence
- Implemented daily activities including group ad confidence building exercises for youth at risk

Summer to Fall 2006

Connecticut Valley Home Care and Hospice

Companion & Homemaker

- Assist the elderly and disabled with household chores, errands

- Acted as companion and friend to help maintain their safety and lifestyle

Summer 2004

Upwey Farms

Milker

- Daily milking upwards of 60 head
- Light farm chores

2003-2006

Griswald Library, Green Mountain College

Librarian/Archival Assistant

- Cataloging, circulation of materials, archiving, and interlibrary loans

EDUCATION

2003-2006 Green Mountain College Poultney, Vermont

Sociology/Anthropology

- B.A.
- Cumulative GPA 3.6

2007 -Present

- Professional development documentation, training certificates in a wide variety of topics available upon request.

AWARDS

- Magna Cum Laude
- Sociology/Anthropology Senior Award
- President's List: 2 Semesters
- Dean's List: 2 Semesters

EXTRACURRICULAR/VOLUNTEER WORK

- Poultney Partners Mentoring Club 2004-2006
- Kiwanis Club of Claremont, member 2008-2011
- Claremont Cares gift giving program 2007 - present

RELATED EXPERIENCE AND COURSE WORK

Practicum, The Poultney Historical Society, VT March 2006

Interviewed Poultney residents regarding personal and community history
as part of Oral History Project

Ethnographic Field Studies in China Summer 2005

Yancheng China, Jiangsu Province

Adirondack Block Course: Fall 2004

In-depth historical, social, and environmental study of the Adirondacks.

Upper-level course work

Area Studies, Social Research 1 & II, Human Ecology, Criminology, Social Theory,
Senior Seminar in Behavioral Science

Jo-Ann Kleyensteuber

Employment	2002 – Present	TLC Family Resource Center	Claremont, NH
		Finance Director	
		<ul style="list-style-type: none">▪ Coordinate employee compensation, recruitment, personnel policies, and regulatory compliance.▪ Manage accounting and reporting systems along with internal controls to facilitate accurate and timely reporting.▪ Assist ED with ongoing compliance efforts.▪ Assist ED with identifying problems with performance and developing solutions.	
	1997– 2001	Spurwink-NH	Belmont, NH
		Senior Administrative Assistant	
		<ul style="list-style-type: none">▪ Administrative support to teachers, clinical staff and principal.▪ Assisted Clinical Director in developing documentation for emerging programs.▪ Assisted in hiring and provided training for clerical staff.	
	1990–1997		Buedingen, Germany
		Homemaker	
		<ul style="list-style-type: none">▪ Active in local Ladies Club, Landfrauenverein Buedingen.▪ Attended introduction to German language course▪ Acclimated to German community, speaking and reading language	
	1987–1990	Concord Litho Company	Concord, NH
		Executive Secretary	
		<ul style="list-style-type: none">▪ Personal Secretary to CEO.▪ Supervised Sales Secretary	
Education	2010	Champlain/Marlboro College	Springfield, VT
		Certificate in Nonprofit Management	
	1987	Thomas Secretarial School	Concord, NH
		Executive Secretary Certification	

Margaret E. Monroe-Cassel

Career Objective:

To use communication, public relations, problem solving and interpersonal skills gained from years of experience working for and with non-profit organizations to help transform communities into safe and healthy places in which all people can live.

Skill Set:

Communication Skills:

- Prepares innumerable written works for newsletters, publications, journals, print and social media
- Makes excellent, clear and concise written and oral presentations

Fiscal Responsibilities:

- Has been responsible for a \$1.5M budget which includes a construction business, a mortgage business and a retail store
- Handles private grants and develops healthy donor relations and successful fundraising events
- Manages government grants including SHOP, AmeriCorps, CDBG, HOME, FHBL, Community Preservation Act funds and local affordable housing trust funds

Management Skills:

- Presents a cooperative model of management that allows employees to bring their best to the organization
- Works closely and effectively with the board, helping them take ownership of and fiscal responsibility for the organization

Human Resources Skills:

- Directs a staff of up to 14 part- and full-time employees
- Familiar with federal laws governing the hiring and firing of employees

Organizational Skills:

- Brings a high level of trust, organization and communication to workplace
- Developed the by-laws and constitutions for several non-profits
- Networks with other housing, community and governmental agencies

Interpersonal Skills:

- Interfaces comfortably with people of differing social, economic, ethnic and religious backgrounds

- Moderates professional organizations and small group processes including study groups, workshops and retreats
- Assists in times of personal crisis using counseling, listening and problem-solving skills
- Attracts and maintains a passionate and committed core of volunteers and staff

Computer Skills:

- Microsoft Office applications and data base skills.

Experience Summary:

Executive Director, TLC Family Resource Center, Claremont, NH

- Grant writing
- Oversight of government contracts
- Donor development
- Strategic planning

Executive Director, Habitat for Humanity North Central Massachusetts

- Reorganized the affiliate job descriptions and positions to meet the goals of the affiliate
- Organized and opened a ReStore incorporating four new staff members
- Implemented strategic goals
- Build Energy Star homes

Executive Director, Santa Fe Habitat for Humanity

- Increased home production from four to six homes a year
- Added six new staff positions
- Increased individual donations 163% in five years
- Raised \$150,000 at fundraising breakfast featuring Former HUD Secretary Henry Cisneros

President, Habitat for Humanity New Mexico

- As Board President coordinated the efforts of seventeen Habitat affiliates across a broad geographic and demographic area
- Secured funding through New Mexico Mortgage Finance Authority and State Legislature

Editor and PR Staff, The Arts Council of Chautauqna County, Jamestown, NY

- Edited a quarterly publication on the arts with a 35,000 piece circulation
- Promoted performances at a local arts theatre

Founder, Burchard/Barry/Wilcox Self-Help Women's Center, Jamestown, NY

- Rehabilitated an old home into two apartments for low-income single women
- Developed a stained glass workshop to train women

Founder, Community of Hope Federal Credit Union, Jamestown, NY

- Prepared organizational documents, founded and served as president of the city's first and only low-income credit union providing micro-loans
- Worked with the National Credit Union Administration to stay in compliance

Pastor, The Judson Fellowship, Jamestown, New York

- Raised the profile of a small congregation to be one of the most active social outreach congregations, regardless of size, in the city
- Collaborated with other congregations to address issues of poverty in the city

Education:

Harvard Business School, Strategic Perspectives in Non-Profit Management

Colgate-Rochester Divinity School, Master's Degree

Syracuse University, Bachelor's Degree

Awards:

Muchas Gracias Award presented by Santa Fe Mayor David Coss

Paul Harris Award presented by the Rotary Club of Santa Fe

Woman of Distinction Award presented by the Jamestown, NY, YWCA

Recipient of the T. Richard Parker Award for Peace and Justice presented by The Unitarian Universalist Congregation of Jamestown, New York

First Recipient and Namesake of the Maggie Monroe-Cassel Award for Peace and Justice, presented biennially by The American Baptist Churches/New York State

Melony Lawlor Williams, MA, LCMHC

Summary

- Highly skilled licensed clinician with 9 years of experience working with children, adults and families.
- Experienced treating children and families in multiple setting including residential treatment, outpatient and home-based.
- Passionate about interventions focused on prevention and early intervention strategies.

Certification

Licensed Clinician Mental Health Counselor (NH), # 650

Employment History

10/2005 - Present Parent Educator/ Therapist

TLC Family Resource Center, Claremont, NH

Provide home based services to pregnant women and families with young children. Focus of home visits is attachment, education about fetal and child development, parenting education and connection to community resources. Utilize videotaping as an intervention to improve attachment and co-facilitate Mother's Journal group monthly for agency clients and members of the community. Trained in Child Parent Psychotherapy by Dr. Joy Osofsky and Dr. Patricia Van Horn and facilitate CPP with four families at present, two families being seen for services in their homes. Participate in weekly CPP team supervision with a group of experienced and talented clinicians from the local mental health agency and Dartmouth Hitchcock Medical Center.

3/04- 12/03 Program Coordinator/Clinical Coordinator

Harbour House, Springfield, VT

Coordinated this six bed stabilization unit for children six to sixteen years old who were experiencing mental health crises. Focused on short term interventions as length of stay was 7-10 days. Completed diagnostic evaluations and facilitated individual, group and family therapy sessions as clinically indicated. Case management was a key element in this position and I conducted team meetings on a regular basis, working closely with local mental health agencies as well as Department of Children and Families. I was also responsible for hiring and supervision of employees.

6/02-12/03 Art Therapist/ Child and Family Therapist

Namaqua Center, Loveland, CO

Created the art therapy program at this residential treatment facility for emotionally disturbed children ages three through twelve. Facilitated individual and group art therapy sessions, while also supervising graduate level interns from a local university. As a child and family therapist I worked with a caseload of five children in the residence and their families and also gained experience working with outpatient clients from the community. Additionally, I provided training on sexualized behavior in children to the center's employees after being trained in this curriculum.

8/01- 6/02 Acute Treatment Unit Clinician

North Range Behavioral Health, Greeley, CO

Conducted individual and group therapy sessions with mentally ill adults at this short-term inpatient psychiatric center. Completed intake assessments and treatment plans, conducted case management services and attended daily consultations with the psychiatrist to assess patients' medication needs. Also created and facilitated art therapy group interventions aimed at meeting the needs of the population in attendance at the center, which continually shifted.

5/01- 9/03 HeART Talks Program Coordinator

Colorado Heritage Camps, Denver, CO

Assisted in the development of age appropriate therapeutic art interventions for transracially/transculturally adopted children and created a manual about this work. Also implemented these interventions with over 500 transracially/transculturally adopted children per summer at culture camps. Part of this position included speaking with parents about the art sessions as well as discussions about handling adoption issues effectively and empathically.

8/00- 4/01 Family Therapist

Youth and Family Services, Skowhegan, ME

Facilitated intensive home-based therapy sessions for thirteen week intervals with families at risk of losing a child to out of home placement, working with a co-therapist throughout the treatment process. Also provided case management services during treatment and upon discharge. Utilized creative arts interventions when appropriate and beneficial for the clients.

1/98- 9/01 Toddler Teacher

The Elm Tree, Boulder, CO

Implemented developmentally appropriate activities for eleven children ages 18 months to three years old. Created positive relationships with parents that enabled open communication about successes and challenges of their children. Joined the National Association for Education of Young Children and attended annual conferences to gain up to date information about developments in the field.

Education

2000 M.A. Transpersonal Counseling Psychology/ Art Therapy
Naropa University, Boulder, CO.

1996 B.A., Art Therapy
Mercyhurst College, Erie, PA

Professional Presentations/Publications

Williams, M. (2010). Child parent psychotherapy at good beginnings: The Sunapee/ Kearsarge League of Women Voters Annual Meeting: Claremont, NH.

Gassett, S., Jameson, K, Williams, M & Van Bremen, J. (2010). Two interventions to promote attachment: Videotaping and mother's journal: New Hampshire Association for Infant Mental Health Conference: Lincoln, NH.

Gasset, S, Williams, M & Van Bremen, J. (2009). Mother's journaling manual. Claremont, NH: Good Beginnings of Sullivan County.

Lawlor, M. (2003). The heart talks manual: A guide to utilizing art therapy techniques with transracially/transculturally adopted children. Denver, CO: Colorado Heritage Camps, Inc.

Farrelly Hansen, M. & Lawlor, M. (2003). "Art therapy support groups for transculturally and/or transracially adopted children" In D. Betts (Ed.), Creative arts therapies approaches in adoption and foster care: Contemporary strategies for working with individuals and families. Springfield, IL: Charles C. Thomas.

Lawlor, M. (2001). Broadening therapeutic boundaries to bring art home: Home based art therapy: American Art Therapy Association Conference: Albuquerque, NM.

Lawlor, M. (2000). Art and meditation in the passageway: A student's internship experience: American Art Therapy Association: St. Louis, MO.

TLC FAMILY RESOURCE CENTER

Home Visiting New Hampshire – Healthy Families America

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Melony Williams	Program Manager and Clinical Supervisor	56275	39%	22217
Erin Kelly	Parent educator/home visitor	37440	75%	28080
Vacant	Parent educator/home visitor	11232	100%	11232
René Couitt	Family Assessment Worker	44063	12%	5508
Karen Jameson	Registered Nurse	51308	16%	8551
Brenda Foley	Quality Improvement and Compliance Manager	29120	33%	9760
Maggie Monroe-Cassel	Executive Director	74741	0%	0
Jo-Ann Kleyensteuber	Director of Finance and HR	58712	0%	0

Subject: Home Visiting Services SS-2019-DPHS-05-HOMEV-05

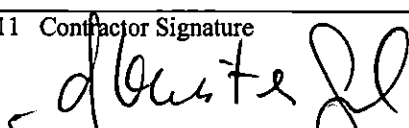
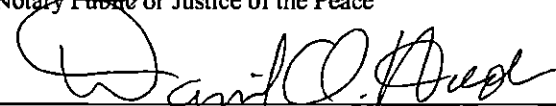

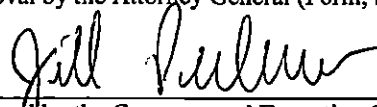
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Central New Hampshire VNA & Hospice		1.4 Contractor Address 780 N. Main Street Laconia, NH 03246	
1.5 Contractor Phone Number Phone: (603) 569-2729	1.6 Account Number 05-95-90-902010-5896-102-500731	1.7 Completion Date 09/30/2020	1.8 Price Limitation \$192,978
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory J. Kristen Gardner, Vice President	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Belknap</u> On <u>May 23, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>David O. Huot, Justice of the Peace</u> Commission Expires: <u>11/8/18</u>			
1.14 State Agency Signature  Date: <u>5/31/18</u>		1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR DPHS	
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>6/5/18</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.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. The Vendor shall maintain appropriate records to document actual funds received or denials of funding from such public sources of funds.
- 1.3. The Contractor shall submit a detailed description of the language assistance service 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.
- 1.4. The Health Resources and Services Administration (HRSA) requires all grantees receiving funds through this program to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

"This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under X10MC29490 and X10MC31156, Maternal, Infant and Early Childhood Home Visiting Grant Program for \$2,958,820 AND \$2,982,681 respectively. This information, content, and/or conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."

- 1.5. The Contractor shall provide home visiting services as detailed in this Exhibit A, Scope of Services as follows:

Reference	Area of Service	Proposed Caseload FY 2018 (10/1/2017 - 9/30/2018)	Proposed Caseload FY 2018 (10/1/2018 - 9/30/2019)
1.5.1.	Carroll County	18 families	18 families

- 1.6. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR200.0. *et seq.*

2. Scope of Work

- 2.1. The Vendor shall provide home visiting services to pregnant women and newly parenting families with children up to age three (3), as described in the Healthy Families America Model, who fall within one (1) or more of the federal priority demographics below:



- 2.1.1. Are first time parents.
- 2.1.2. Have low incomes; which is defined as less than one hundred eighty-five percent (<185%) of the U.S. Department of Health and Human Services (USDHHS) Poverty Guidelines.
- 2.1.3. Are less than twenty-one (21) years of age.
- 2.1.4. Have a history of child abuse or neglect, or have had interactions with child welfare services.
- 2.1.5. Have a history of substance misuse or need substance use disorder treatment.
- 2.1.6. Are users of tobacco products in the home.
- 2.1.7. Have or have had children with low student achievement.
- 2.1.8. Have children with developmental delays or disabilities.
- 2.1.9. Are in families that include individuals who are serving or have formerly served in the armed forces.
- 2.2. As part of a high-quality, evidence-based home visiting program, the Contractor shall,
 - 2.2.1. Become accredited and maintain accreditation through the Healthy Families America (HFA) model.
 - 2.2.2. Select and implement one of the following curricula:
 - 2.2.2.1. Parents as Teachers (PAT) as an annually trained "Approved User."
 - 2.2.2.2. Growing Great Kids (GGK) with certification of training.
 - 2.2.3. Collaborate with other early childhood-serving agencies, including those that provide home visiting and family support services.
 - 2.2.4. Ensure the twelve (12) critical elements that make up the essential components of the HFA Model are addressed in agency policies. For more information on HFA Best Practice Standards, see:
[http://www.dhs.state.il.us/OneNetLibrary/27896/documents/GATA_2018Grants/FCS_NOFOs/2018_2021HFABestPracticeStandardsJuly2017 .pdf](http://www.dhs.state.il.us/OneNetLibrary/27896/documents/GATA_2018Grants/FCS_NOFOs/2018_2021HFABestPracticeStandardsJuly2017.pdf)
 - 2.2.5. Enter personally identifiable health data for all children served under this contract into the designated Home Visiting Data System.
- 2.3. The Contractor shall identify positive ways to establish relationships with families and to keep families engaged over time.
- 2.4. The Contractor shall provide home visits conducted by nurses during the prenatal and post-partum periods, as a supplement to the Healthy Families America model.
- 2.5. The Contractor shall offer services that:
 - 2.5.1. Are comprehensive.
 - 2.5.2. Support the Family.



- 2.5.3. Support parent-child interactions.
- 2.5.4. Support child development.
- 2.6. The Contractor shall ensure all families are referred to a medical provider or other supportive services as appropriate, which may include , but are not limited to:
 - 2.6.1. Housing Support
 - 2.6.2. Transportation
 - 2.6.3. Playgroups
 - 2.6.4. Breast Feeding Support
 - 2.6.5. Nutrition Support
- 2.7. The Contractor shall obtain all necessary authorizations for release of information. All forms developed for authorization for release of information must be approved by the Department prior to their use.
- 2.8. The Contractor shall coordinate, where possible, with other local service providers including, but not limited to:
 - 2.8.1. Health care providers.
 - 2.8.2. Social workers.
 - 2.8.3. Early interventionists.
- 2.9. The Contractor shall create and consult with a broadly-based advisory/governing group for the planning, implementation, and assessment of site related activities.

3. Staffing Requirements

- 3.1. The Contractor shall ensure staff possesses characteristics necessary to building trusting, nurturing relationships, and engaging families with different cultural values and beliefs than their own.
- 3.2. The Contractor shall hire staff in accordance with the requirements of the HFA Model Standards.
- 3.3. The Contractor shall provide home visiting staff with ongoing, reflective supervision in accordance with the requirements of the HFA Model Standards so staff is able to develop realistic and effective plans to empower families.
- 3.4. The Contractor shall ensure that direct service staff supervisors have a solid understanding of and experience in supervising and motivating staff, as well as providing support to staff in stressful work environments.
- 3.5. The Contractor shall ensure that supervisors meet the minimum qualifications outlined in the HFA Model Standards.
- 3.6. The Contractor shall ensure that program managers have the necessary qualifications as outlined in the HFA Model Standards.
- 3.7. The Contractor shall ensure that registered nurses (RN's) have a current license to practice in accordance with RSA 326-B and a minimum of two (2) years of experience in maternal and child health nursing.



- 3.8. The Contractor shall designate a liaison for all programmatic correspondence between the Department and the Vendor for matters including, but not limited to:
 - 3.8.1. Program announcements.
 - 3.8.2. Clinical updates.
 - 3.8.3. Reporting changes.
 - 3.8.4. Errors.
 - 3.8.5. Requests.
- 3.9. The Contractor shall ensure that HFA staff attend meetings and training required by the Department, including, but not limited to:
 - 3.9.1. Maternal Children and Health Section (MCH) Maternal, Infant, and Early Child Home Visiting (MIECHV) Coordinators Meetings
 - 3.9.2. MIECHV staff training
- 3.10. The Contractor shall ensure that staff completes basic training in accordance with HFA Model Standards including, but not limited to:
 - 3.10.1. Cultural competency.
 - 3.10.2. Reporting child abuse.
 - 3.10.3. Determining the safety of the home.
 - 3.10.4. Managing crisis situations.
 - 3.10.5. Responding to mental health, substance misuse, and/or interpersonal violence issues.
 - 3.10.6. Substance-exposed infants.
 - 3.10.7. Services available in the community.

4. Reporting and Deliverable Requirements

- 4.1. The Contractor shall submit a report of caseload analysis (See Exhibit A-1, Caseload and Capacity Analysis) each month.
- 4.2. The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation.
- 4.3. The Contractor shall, for the purposes of program evaluation and federal reporting, enter personally identifiable health data for all program participants into the Home Visiting Data System.
- 4.4. The Contractor shall submit a quarterly report outlining the program activities and achievement of stated outcomes.
- 4.5. The Contractor shall submit an annual report to the Department that includes, but is not limited to:
 - 4.5.1. Information regarding accomplishments and challenges for the program.
 - 4.5.2. Systemic barriers.
 - 4.5.3. Action plans to address barriers.



- 4.5.4. Family satisfaction survey results.
- 4.6. The Contractor shall submit all quarterly reports to the Department no later than the fifteenth (15th) day of the month following the reporting period of each contract year, with the first report due by October 15, 2018.
- 4.7. The Contractor shall submit annual reports by July 31st of each contract year, with the first report due on July 31, 2019.

5. Work Plan

- 5.1. The Contractor shall evaluate the progress of program participants as well as the performance of the programs and services provided.
- 5.2. The Contractor shall submit a Work Plan (See Exhibit A-2 Work Plan Template) that includes, but is not limited to:
 - 5.2.1. Input/resources.
 - 5.2.2. Activities/action plan.
 - 5.2.3. Performance measures.
 - 5.2.4. Continuous Quality Improvement (CQI) activities.
 - 5.2.5. Brief narrative describing strategies for CQI.

6. Performance Measures

- 6.1. All measures, consider services provided within the scope of this MCH contract during State Fiscal year 2019, July 1, 2018– June 30, 2019. Measures may be modified to reflect updates after October 1, 2018 to reflect new Federal updates.

6.1.1. Performance Measure #1

**Home Visiting New Hampshire-Healthy Families America (HVNH-HFA)
HFA Standard 7-5.B**

Measure: 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.

Goal: All post-partum women enrolled in HFA will receive this formal, validated screening for depression at the optimal time.

Definition: **Numerator-** Of those in the denominator, the number of women that received an Edinburgh Postnatal Depression Scale screening by 3 months postpartum

Denominator- The total number of women in the program who reached three (3) months post-partum during the reporting period and were enrolled prior to 3 months after the birth of their baby.

Data Source: HVNH-HFA Data Records



6.1.2. Performance Measure #2

HVNH-HFA Performance Measure #2 (Retention Report)

HFA Standard 3-4.A

Measure: Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline¹.

Goal: Families stay connected and maintain involvement with HFA services.

Definition: **Numerator-** Of those in the denominator, the number of families that remained in HFA services at least 6 months.

Denominator- The number of families who received a first home visit during the period for:

Quarter 1- 10/1/2017- 12/31/2017

Quarter 2 -1/1/2018 – 3/31/2018

Quarter 3 -4/1/2018 – 6/30/2018

Quarter 4 -7/1/2018 – 9/30/2018

Data Source: HVNH-HFA Data Records, HFA methodology for measuring retention rates

6.1.3. Performance Measure #3

HVNH-HFA Performance Measure #3

HFA Standards 6-5.B and 6-6.B

Measure: 90% of target children are referred for further evaluation after scoring below the "cutoff" on the ASQ-3. Children already receiving developmental services should not be screened.

Goal: All children served who are determined to be at risk for developmental delays, and are not already receiving developmental services, will receive a referral for further evaluation or services. (If a family declines a referral this should be documented in the family's file and the Family Support Specialist shall continue efforts to advocate for accessing developmental services).

Definition: **Numerator-** Of those in the denominator, the number of children that received follow-up health care when determined necessary by a formal, validated developmental screening (ASQ-3).

Denominator- The total number of children served in HFA in the past fiscal year who received at least one ASQ-3 in which they scored below the cutoff.

Data Source: HVNH-HFA Data Records, and ASQ-3, results.



6.1.4. Performance Measure #4
HVNH-HFA PROCESS Measure
HFA Standard 12-1.B

- Measure:** All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.
- Goal:** Service providers receive ongoing, effective supervision so they are able to develop realistic and effective plans to empower families.
- Definition:** **Numerator-** Of those in the denominator, the number of direct service staff who received 75% of required weekly individual supervision for a minimum of 1.5 hours for full time (.75 to 1.0 FTE) and 1 hour for part time staff (less than .75 FTE).
Denominator- The number of direct service staff/home visitors employed in the HFA Program during quarter.

Data Source: HVNH-HFA Data Records



2.1.3. Capacity Analysis Worksheet

LIA MONTHLY CAPACITY ANALYSIS						
Case-Weight Categories:						
# Families Served per category	3	2	1	0.5	0.25	Total
# Funded	0	0	0	0	0	0
NFA % HISA % Difference						
#DIV/01	#DIV/01	#DIV/01				
Service Utilization						
Prenatal	Level 1-4	Temporary	Permanent			
0	0	0	0			

Families in Case-Weight Categories		LIA Capacity Utilized, All FSWs		Service Utilization	
14	# Funded	120%	# HISA %	25	# Prenatal
12		100%		20	
10		80%		15	
8		60%		10	
6		40%		5	
4		20%		0	
2	0%	0%	0	0	0
0		0%		0	0
3		% of Monthly HV Capacity Utilized		Service Utilization	# Permanent Special Circumstances

**Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019**

AGENCY NAME: _____

SERVICE AREA: _____

WORKPLAN COMPLETED BY: _____

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #1 (HFA Standard 7-5.B): 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.	
	EVALUATION ACTIVITIES	SFY 19 Target <u>70%</u> Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

**Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE . (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #2 (HFA Standard 3-4.A): Increase the percent of families who remain enrolled in HFA for at least 6 months. FY 17 average baseline = SFY 19 Target <u>Site enters target here based on prior FY performance</u> _____	
	EVALUATION ACTIVITIES		
		Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

Exhibit A-2
 Maternal and Child Health Title V Healthy Families America Work plan Report
 July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #3 (HFA Standard 6-7.A): 90% of children receive further evaluation (or services) after scoring below the "cutoff" on the ASQ-3. SFY 19 Target <u>90%</u>	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

**Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		PROCESS Measure: (HFA Standard 12-1.B) All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____	
		Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____	
		Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____	
		Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	



Exhibit B Method and Conditions Precedent to Payment

1. This Contract is funded with federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) # 93.870 (<https://www.cfda.gov>), U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibit B-1, Budget, Exhibit B-2, Budget and Exhibit B-3 Budget.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov
 - 4.4. Expenditure detail should be included with submission of the invoice.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items within the price limitation of Exhibits B-1, B-2 and B-3 Budget, can be made by written agreement of both parties without further approval of the Governor and Executive Council.

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Central New Hampshire VNA & Hospice

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (9FY 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 63,231.00	\$ -	\$ 63,231.00	\$ -	\$ -	\$ -	\$ 63,231.00	\$ -	\$ 63,231.00
2. Employee Benefits	\$ 9,284.00	\$ -	\$ 9,284.00	\$ -	\$ -	\$ -	\$ 9,284.00	\$ -	\$ 9,284.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ 650.00	\$ 650.00	\$ -	\$ 650.00	\$ 650.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 3,906.00	\$ -	\$ 3,906.00	\$ -	\$ -	\$ -	\$ 3,906.00	\$ -	\$ 3,906.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HFA affiliation fee	\$ 1,550.00	\$ -	\$ 1,550.00	\$ -	\$ -	\$ -	\$ 1,550.00	\$ -	\$ 1,550.00
Admin & general overhead	\$ -	\$ 27,426.00	\$ 27,426.00	\$ -	\$ 19,629.00	\$ 19,629.00	\$ -	\$ 7,797.00	\$ 7,797.00
TOTAL	\$ 77,971.00	\$ 29,576.00	\$ 107,547.00	\$ -	\$ 21,779.00	\$ 21,779.00	\$ 77,971.00	\$ 7,797.00	\$ 85,768.00
Indirect As A Percent of Direct			37.9%						

Vendor Initials: *AS*
Date: *5-27-18*

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Central New Hampshire VNA & Hoepice

Budget Request for: Home Visiting

Budget Period: July 1, 2019 - June 30, 2020 (SFY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHH contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 63,231.00	\$ -	\$ 63,231.00	\$ -	\$ -	\$ -	\$ 63,231.00	\$ -	\$ 63,231.00
2. Employee Benefits	\$ 9,284.00	\$ -	\$ 9,284.00	\$ -	\$ -	\$ -	\$ 9,284.00	\$ -	\$ 9,284.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ 650.00	\$ 650.00	\$ -	\$ 650.00	\$ 650.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Travel	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HFA affiliation fee	\$ 1,550.00	\$ -	\$ 1,550.00	\$ -	\$ -	\$ -	\$ 1,550.00	\$ -	\$ 1,550.00
Admin & General, Overhead	\$ -	\$ 27,428.00	\$ 27,428.00	\$ -	\$ 19,829.00	\$ 19,829.00	\$ -	\$ 7,797.00	\$ 7,797.00
TOTAL	\$ 77,971.00	\$ 29,578.00	\$ 107,547.00	\$ -	\$ 21,779.00	\$ 21,779.00	\$ 77,971.00	\$ 7,797.00	\$ 85,768.00

Indirect As A Percent of Direct

37.6%

Vendor Initials *JL*
 Date *5-23-18*

Exhibit B-3, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Central New Hampshire VNA & Hospice

Budget Request for: Home Visiting

Budget Period: July 1, 2020 - September 30, 2020 (3 Months of SFY 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 15,808.00	\$ -	\$ 15,808.00	\$ -	\$ -	\$ -	\$ 15,808.00	\$ -	\$ 15,808.00
2. Employee Benefits	\$ 2,321.00	\$ -	\$ 2,321.00	\$ -	\$ -	\$ -	\$ 2,321.00	\$ -	\$ 2,321.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ 162.00	\$ 162.00	\$ -	\$ 162.00	\$ 162.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 977.00	\$ -	\$ 977.00	\$ -	\$ -	\$ -	\$ 977.00	\$ -	\$ 977.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ 375.00	\$ 375.00	\$ -	\$ 375.00	\$ 375.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HFA affiliation fee	\$ 388.00	\$ -	\$ 388.00	\$ -	\$ -	\$ -	\$ 388.00	\$ -	\$ 388.00
Admin & General, Overhead	\$ -	\$ 6,856.00	\$ 6,856.00	\$ -	\$ 4,908.00	\$ 4,908.00	\$ -	\$ 1,948.00	\$ 1,948.00
TOTAL	\$ 19,494.00	\$ 7,393.00	\$ 26,887.00	\$ -	\$ 5,445.00	\$ 5,445.00	\$ 19,494.00	\$ 1,948.00	\$ 21,442.00

Indirect As A Percent of Direct 37.0%

Vendor Initials *JR*
Date *5/23/18*



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.

[Handwritten Signature]
5-23-18



REVISIONS TO GENERAL PROVISIONS

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



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:

5-23-18
Date

[Signature]
Name: Justin Gardner
Title: Vice President



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

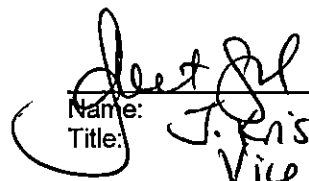
The undersigned certifies, to the best of his or her knowledge and belief, that:

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:

5-23-18
Date


Name: J. Kristen Gardner
Title: Vice President



**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

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

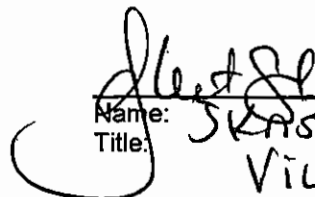
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

5-23-18
Date


Name: Kristen Gardner
Title: Vice President



**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

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

Contractor Initials

[Handwritten Signature]

Date

5-23-18

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:

5-23-18
Date

[Signature]
Name: J. Kristen Gardner
Title: Vice President

Exhibit G

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

Contractor Initials [Signature]
Date 5-23-18



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:

5-23-18
Date

[Signature]
Name:
Title: J. Kristen Gormier
Vice President



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.

JS
5-23-18



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

[Handwritten Signature]
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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

Lisa Morris
Signature of Authorized Representative

LISA MORRIS
Name of Authorized Representative

DIRECTOR, DPHS
Title of Authorized Representative

5/31/18
Date

Central NH VNA & Hospice
Name of the Contractor

J. Kristen Gardiner
Signature of Authorized Representative

J. Kristen Gardiner
Name of Authorized Representative

Vice President
Title of Authorized Representative

5-23-18
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.

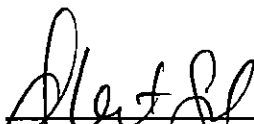
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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:

5-23-18
Date


Name: _____
Title: J. Kristen Gardner
Vice President



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: 198870248
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: _____

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Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



Exhibit K

DHHS Information Security Requirements

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



Exhibit K

DHHS Information Security Requirements

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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



Exhibit K

DHHS Information Security Requirements

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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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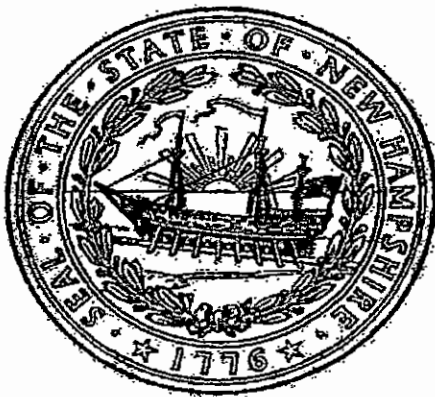
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CENTRAL NEW HAMPSHIRE VNA & HOSPICE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 03, 1975. 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: 64108



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of January A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gina Finocchiaro, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Central New Hampshire VNA Hospice
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 23 2018:
(Date)


RESOLVED: That the Kristen Gardiner
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 23 day of May, 2018.
(Date Contract Signed)

4. Kristen Gardiner is the duly elected Vice President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

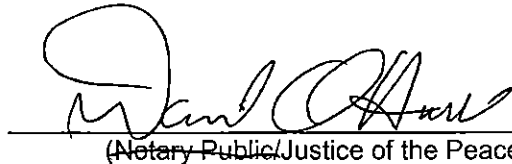

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 23d day of May, 2018

By Gina Finocchiaro
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 11/8/2022



CENTR01

OP ID: JM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2018

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 Melcher & Prescott Insurance 426 S Main Street Laconia, NH 03246		603-524-4535	CONTACT NAME: Melcher & Prescott Ins PHONE (A/C, No, Ext): 603-524-4535 FAX (A/C, No): 603-528-4442 E-MAIL ADDRESS:
INSURED Central NH VNA & Hospice David Emberley 780 North Main Street Laconia, NH 03246		INSURER(S) AFFORDING COVERAGE Cincinnati Insurance Company	NAIC # 10677
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hospice Professio GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ETD0409557	10/15/2016	10/15/2019	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 \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ETA0430134	10/15/2017	10/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER NHDEP-2 NH Dept of Health & Human Services 129 Pleasant St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Justin N. Nadeau</i>
--	---

Client#: 959319

CENTRNEW3

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/04/2018

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 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 USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURED Central New Hampshire VNA & Hospice 780 North Main Street Laconia, NH 03246	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Technology Insurance Company, I	
	NAIC # 42376	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **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	ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	TWC3650585	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

Workers Compensation 3. A. NH

This Evidence of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or

CERTIFICATE HOLDER

CANCELLATION

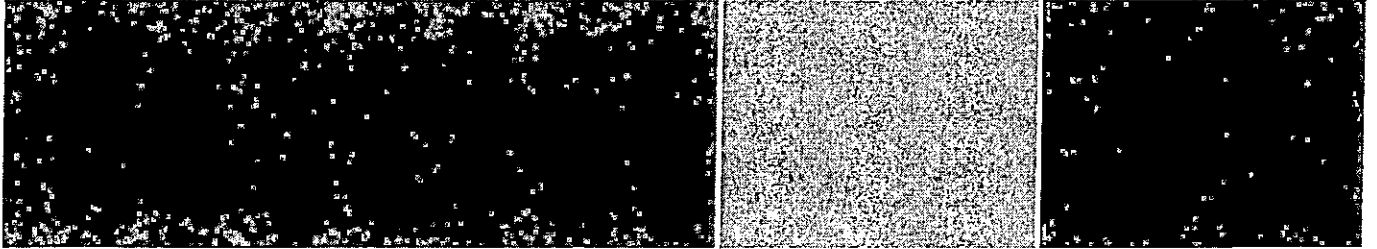
State of New Hampshire DHHS 29 Hazen Drive Concord, NH 03301-6527	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>See Hart</i>
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Mission Statement

*Promoting dignity, independence and well-being
through the delivery of quality home health, hospice
and community-based care services.*

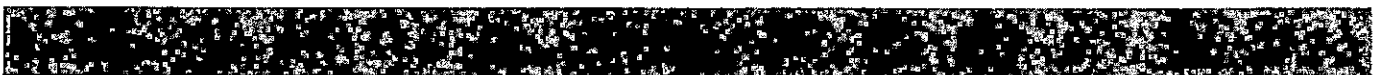


Central New Hampshire
VNA & Hospice

FINANCIAL STATEMENTS

March 31, 2017 and 2016

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Central New Hampshire VNA & Hospice

We have audited the accompanying financial statements of Central New Hampshire VNA & Hospice, which comprise the balance sheets as of March 31, 2017 and 2016, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits 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 Association'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 Association'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.

Board of Directors
Central New Hampshire VNA & Hospice
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Central New Hampshire VNA & Hospice as of March 31, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
June 20, 2017

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Balance Sheets

March 31, 2017 and 2016

ASSETS

	<u>2017</u>	<u>2016</u>
Current assets		
Cash and cash equivalents	\$ 1,112,086	\$ 1,365,359
Investments	1,200,694	1,142,156
Patient accounts receivable, less allowance for uncollectible accounts of \$85,000 in 2017 and 2016	865,945	1,083,387
Other receivables	114,547	97,437
Other current assets	<u>156,507</u>	<u>156,329</u>
Total current assets	3,449,779	3,844,668
Investments and assets limited as to use	7,518,442	6,912,353
Beneficial interest in perpetual trusts held by others	137,952	128,563
Property and equipment, net	<u>892,203</u>	<u>536,922</u>
Total assets	<u>\$11,998,376</u>	<u>\$11,422,506</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 234,051	\$ 107,828
Accrued payroll and related expenses	322,933	565,561
Deferred revenue	<u>362,796</u>	<u>349,120</u>
Total current liabilities and total liabilities	<u>919,780</u>	<u>1,022,509</u>
Net assets		
Unrestricted	10,919,747	10,247,232
Temporarily restricted	20,897	24,202
Permanently restricted	<u>137,952</u>	<u>128,563</u>
Total net assets	<u>11,078,596</u>	<u>10,399,997</u>
Total liabilities and net assets	<u>\$11,998,376</u>	<u>\$11,422,506</u>

The accompanying notes are an integral part of these financial statements.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Statements of Operations

Years Ended March 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Operating revenue		
Patient service revenue	\$ 6,976,887	\$ 7,583,245
Provision for bad debt	<u>(47,997)</u>	<u>(38,503)</u>
Net patient service revenue	6,928,890	7,544,742
Other operating revenue	392,102	416,913
Net assets released from restrictions for operations	<u>4,470</u>	<u>5,505</u>
Total operating revenue	<u>7,325,462</u>	<u>7,967,160</u>
Operating expenses		
Salaries and benefits	5,825,027	6,031,359
Other operating expenses	1,640,655	1,525,581
Depreciation	<u>132,674</u>	<u>99,971</u>
Total operating expenses	<u>7,598,356</u>	<u>7,656,911</u>
Operating (loss) income	<u>(272,894)</u>	<u>310,249</u>
Other revenue and gains (losses)		
Contributions	267,484	419,276
Investment income	195,572	133,584
Change in fair value of investments	482,353	(89,694)
Loss on disposal of assets	<u>-</u>	<u>(10,418)</u>
Total other revenue and gains	<u>945,409</u>	<u>452,748</u>
Excess of revenue over expenses and increase in unrestricted net assets	<u>\$ 672,515</u>	<u>\$ 762,997</u>

The accompanying notes are an integral part of these financial statements.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Statements of Changes in Net Assets

Years Ended March 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Unrestricted net assets		
Excess of revenue over expenses and increase in unrestricted net assets	\$ <u>672,515</u>	\$ <u>762,997</u>
Temporarily restricted net assets		
Contributions	1,165	4,969
Net assets released from restriction for operations	<u>(4,470)</u>	<u>(5,505)</u>
Change in temporarily restricted net assets	<u>(3,305)</u>	<u>(536)</u>
Permanently restricted net assets		
Change in fair value of beneficial interest in perpetual trusts held by others	<u>9,389</u>	<u>(12,174)</u>
Change in net assets	678,599	750,287
Net assets, beginning of year	<u>10,399,997</u>	<u>9,649,710</u>
Net assets, end of year	<u>\$11,078,596</u>	<u>\$10,399,997</u>

The accompanying notes are an integral part of these financial statements.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Statements of Cash Flows

Years Ended March 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities		
Change in net assets	\$ 678,599	\$ 750,287
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	132,674	99,971
Provision for bad debt	47,997	38,503
Loss on disposal of assets	-	10,418
Change in fair value of investments	(482,353)	89,694
Change in fair value of beneficial interest in perpetual trusts held by others	(9,389)	12,174
(Increase) decrease in the following assets		
Patient accounts receivable	169,445	(164,130)
Other receivables	(17,110)	6,951
Other current assets	(178)	13,385
Increase (decrease) in the following liabilities		
Accounts payable	126,223	(20,907)
Accrued payroll and related expenses	(242,628)	34,621
Deferred revenue	<u>13,676</u>	<u>(21,680)</u>
Net cash provided by operating activities	<u>416,956</u>	<u>849,287</u>
Cash flows from investing activities		
Capital expenditures	(487,955)	(41,356)
Proceeds from sale of investments	130,465	81,283
Purchases of investments	<u>(312,739)</u>	<u>(903,061)</u>
Net cash used by investing activities	<u>(670,229)</u>	<u>(863,134)</u>
Net decrease in cash and cash equivalents	<u>(253,273)</u>	<u>(13,847)</u>
Cash and cash equivalents, beginning of year	<u>1,365,359</u>	<u>1,379,206</u>
Cash and cash equivalents, end of year	\$ <u>1,112,086</u>	\$ <u>1,365,359</u>

The accompanying notes are an integral part of these financial statements.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

1. Summary of Significant Accounting Policies

Organization

Central New Hampshire VNA & Hospice (the Association) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Association's primary purpose is to provide home care, hospice and young family services in Laconia, New Hampshire and the surrounding communities.

Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits, including certain investments, in financial institutions, which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Allowance For Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing the Association's past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2017</u>	<u>2016</u>
Balance, beginning of year	\$ 85,000	\$ 85,000
Provision	47,997	38,503
Write-offs	<u>(47,997)</u>	<u>(38,503)</u>
Balance, end of year	<u>\$ 85,000</u>	<u>\$ 85,000</u>

Investments

Investments in equity and debt securities are reported at fair value. Investment income and the recognized change in fair value are included in the excess of revenue over expenses unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets, statements of operations, and changes in net assets.

Assets Limited As To Use

Assets limited as to use consist of assets designated by the board or restricted by donors.

Beneficial Interest in Perpetual Trusts

The Association is the beneficiary of investment income received from trust funds held by a local charitable foundation. One trust fund was created as an endowment by a donor, the income to be used for staff education. A second trust fund was created as an endowment by an irrevocable transfer of Association assets to the local foundation, the income to be used for operating purposes. Although the intent of the trust fund is to act as an endowment, distribution of principal may be available to the Association for capital acquisitions, loans and emergency operating cash shortfalls.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Association has been limited by donors to a specific time period or purpose.

Permanently restricted net assets are restricted by donors to be maintained by the Association in perpetuity. Permanently restricted net assets were beneficial interest in perpetual trusts.

Patient Service Revenue

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Deferred Revenue

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

2. Investments and Assets Limited As To Use

Investments and assets limited as to use, stated at fair value, are as follows:

	<u>2017</u>	<u>2016</u>
Cash and cash equivalents	\$ 355,118	\$ 1,205,936
Debt instruments		
U.S. Government and agency	34,925	35,495
Municipal bonds	74,702	112,308
Corporate	307,832	418,668
Mutual funds		
Equity funds	3,708,269	2,943,279
Fixed income funds	3,075,401	2,485,136
International equity funds	1,162,889	853,687
Beneficial interest in perpetual trusts	<u>137,952</u>	<u>128,563</u>
Total investments and assets limited as to use	<u>\$ 8,857,088</u>	<u>\$ 8,183,072</u>

These assets are comprised of the following:

	<u>2017</u>	<u>2016</u>
Current assets		
Investments	\$ 1,200,694	\$ 1,142,156
Long-term assets		
Assets limited as to use		
Board designated		
Operating reserve	2,600,000	2,000,000
Contribute to operating budget	2,842,545	2,738,151
IT special projects	400,000	900,000
Strategic mission	600,000	500,000
Workforce development	330,000	300,000
Mission enhancement	275,000	250,000
Community initiatives	<u>450,000</u>	<u>200,000</u>
Total board designated	7,497,545	6,888,151
Donor restricted	<u>20,897</u>	<u>24,202</u>
Total assets limited as to use	7,518,442	6,912,353
Beneficial interest in perpetual trusts held by others	<u>137,952</u>	<u>128,563</u>
Total investments and assets limited as to use	<u>\$ 8,857,088</u>	<u>\$ 8,183,072</u>

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair market value of the Association's investments are measured on a recurring basis using level 1 inputs, with the exception of corporate and municipal bonds, which are measured using level 2 inputs based on quoted market prices of similar assets, and the beneficial interest in perpetual trusts held by others which is measured at level 3 inputs and determined annually based on quoted market prices of the assets included in the trusts held by the local charitable foundation.

Investment income and change in fair value of investments are comprised of the following:

	<u>2017</u>	<u>2016</u>
Unrestricted net assets		
Investment income	\$ 195,572	\$ 133,584
Change in fair value of investments	<u>482,353</u>	<u>(89,694)</u>
Total unrestricted activity	677,925	43,890
Restricted net assets		
Change in fair value of beneficial interest in perpetual trusts held by others	<u>9,389</u>	<u>(12,174)</u>
Total	<u>\$ 687,314</u>	<u>\$ 31,716</u>

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

The following table sets forth a summary of the change in the fair value of the beneficial interest in perpetual trusts for the years ended March 31, 2017 and 2016:

Balance, March 31, 2015	\$ 140,737
Investment loss	(5,670)
Distributions	(5,579)
Fees	<u>(925)</u>
Balance, March 31, 2016	128,563
Investment income	15,008
Contributions	1,000
Distributions	(5,684)
Fees	<u>(935)</u>
Balance, March 31, 2017	<u>\$ 137,952</u>

3. Property and Equipment

Property and equipment consists of the following:

	<u>2017</u>	<u>2016</u>
Land	\$ 62,000	\$ 62,000
Building and improvements	661,598	661,598
Furniture, fixtures, and equipment	<u>1,876,407</u>	<u>1,388,452</u>
Total cost	2,600,005	2,112,050
Less accumulated depreciation	<u>1,707,802</u>	<u>1,575,128</u>
Property and equipment, net	<u>\$ 892,203</u>	<u>\$ 536,922</u>

4. Line of Credit

The Association has a \$500,000 line of credit with a local bank, expiring December 15, 2020. The line of credit is collateralized by all corporate assets with interest at 0.75% over the Wall Street Journal's prime rate (4.75% at March 31, 2017). There was no outstanding balance at March 31, 2017 and 2016.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

5. Patient Service Revenue

Patient service revenue is as follows:

	<u>2017</u>	<u>2016</u>
Medicare	\$ 5,638,033	\$ 6,248,583
Medicaid	256,603	365,845
Other third-party payers	1,071,486	948,287
Private pay	<u>10,765</u>	<u>20,530</u>
Total	<u>\$ 6,976,887</u>	<u>\$ 7,583,245</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association is able to provide these services with a component of funds received through local community support and state grants. Local community support consists of contributions and municipal appropriations.

6. Retirement Plan

The Association maintains a defined contribution retirement plan for qualifying employees. The Association contributed \$120,001 and \$129,976 for the years ended March 31, 2017 and 2016, respectively.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

7. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2017</u>	<u>2016</u>
Program services	\$ 6,477,115	\$ 6,723,874
Administrative and general	1,028,351	834,560
Fundraising	<u>92,890</u>	<u>98,477</u>
Total	<u>\$ 7,598,356</u>	<u>\$ 7,656,911</u>

8. Commitments and Contingencies

Leases that do not meet the criteria for capitalization are classified as operating leases with related rental charged to operations as incurred.

The following is a schedule by year of future minimum lease payments under operating leases for office facilities and equipment as of March 31, 2017 that have initial or remaining lease terms in excess of one year:

2018	\$ 45,978
2019	<u>26,820</u>
Total	<u>\$ 72,798</u>

9. Concentration of Risk

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source:

	<u>2017</u>	<u>2016</u>
Medicare	81 %	73 %
Other	<u>19</u>	<u>27</u>
Total	<u>100 %</u>	<u>100 %</u>

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

Notes to Financial Statements

March 31, 2017 and 2016

10. Malpractice Insurance

The Association maintains medical malpractice insurance coverage on an occurrence basis. The Association is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. U.S. GAAP require the Association to accrue the ultimate cost of malpractice claims when the incident that gives rise to claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Association has evaluated its exposure to losses arising from potential claims and determined no such accrual is necessary at March 31, 2017 and 2016. The Association intends to renew coverage on an occurrence basis and anticipates that such coverage will be available in future periods.

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through June 20, 2017, which is the date the financial statements were available to be issued.

Board of Trustees		
Gina	Finocchiaro	
Teresa	Haley	
Barbara	Lobdell	
Fredda	Osman	
Jared	Price	
Susan	John	
Kevin	Irish	
Bill	Johnson	
Kristen	Gardiner	
Rebecca	Pace	
Connie	Turner	
Mark	Edelstein	
Corinne	Smith	
David	Huot	
Joel	Arsenault	
Leo	Sanfacon	

David Emberley, CPA

Certification

Certified Public Accountant (State of New Hampshire)

Employment

Chief Financial Officer 2012 to present
Central NH VNA & Hospice – Laconia, NH
Recommends the financial policy and direction of the organizations overall strategy, and leads all financial administration, business planning and budgeting.

Vice President of Finance 2008 to 2012
New Hampshire Healthy Kids – Concord, NH
Responsible for strategic leadership of the organizations financial and IT functions.

CFO/Controller (20 hours per week) 2007 to 2012
Second Start – Concord, NH
Key member of the senior management team; overseeing financial and IT systems.

Manager/Certified Public Accountant 2006 to 2007
Apple Tree Business Services, LLC – Londonderry, NH
Managed consulting services for closely-held businesses.

Manager/Certified Public Accountant 2003 to 2006
Dineen & Crane, PLLC – Lancaster, NH
Managed engagements for a full service certified public accounting firm.

Manager of Accounting & Reporting 2001 to 2003
Heidelberg Print Finance – Dover, NH
Managed the finance division of an international printing systems company.

Senior Staff Accountant/Certified Public Accountant 1998 – 2001
D’Agnese, Keeler & Co. – Concord, NH
Provided tax planning and controllership services for area businesses.

Self-employed – Concord, NH 1985 to 1998
Owner, operator, and investor in several small businesses.

Education

University of Vermont
New Hampshire College
Degree: Bachelor of Science in Accounting

Schelley Rondeau



EXPERIENCE

MCH Coordinator/Clinical Manager

Central NH VNA and Hospice

Db a VNA-Hospice of Southern Carroll County and Vicinity 2010-current

Responsible for program administration and coordination as well as case management and home visiting according to MCH contract guidelines.

Home Health Nurse/Maternal Child Health Nurse 1997-current

*VNA-Hospice of Southern Carroll County and
Vicinity, Inc. Wolfeboro, NH 03894*

Responsible for primary client care for home health patients, maternal-newborn visits, home visiting for Good Beginnings program, Child Health Program, collaborates with parent educator and community resources.

Responsible for Children's and adults immunization clinics

Intake Nurse 1995 - 97

*VNA-Hospice of Southern Carroll County and
Vicinity Wolfeboro, NH*

Responsible for intake of new referrals, staff scheduling, case management and supervision of staff nurses

Staff Nurse

*Gorgas Army Community Hospital
Republic of Panama*

1991-95

Supervision and staff nurse on a Pediatric and Orthopedic ward

EDUCATION

BACHELOR OF SCIENCE IN NURSING 1982 -86
Vermont College Norwich, Vermont

Commander's Award for Public Service- June 1995

Superior Performance Award from Gorgas Army Community Hospital 1994

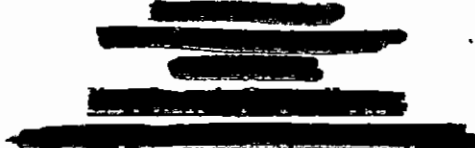
Certified as Lactation Counselor ????-current

Certified in Parents As Teachers program 2003-current

SKILLS

Experience with maternal and pediatric patients
Interpersonal skills
Flexible, efficient

LISA L. DUPUIS, OTR/L, MBA



PROFESSIONAL SUMMARY:

Goal driven and results oriented Executive with a successful record of increased profits and market share. Strong leadership skills focusing on growth, efficiencies and high quality results through cultivating relationships, excellent customer service, and building and leading high performance teams.

PROFESSIONAL ACCOMPLISHMENTS:

- ◆ Managed a company with multiple service lines with a gross revenue of over \$20 million
- ◆ Increased average daily census by 100% in 4 years
- ◆ Excellent operations management skills and reorganizational structure changes
- ◆ Implementation of a web based software system for point of care and back office in 9 months.
- ◆ Expert in the EMR system and a BETA tester for new applications with EMR
- ◆ Opened 2 branch offices from lease negotiation to office construction and furniture layout to staffing plans
- ◆ Achieved licensure and certification for hospice services with a deficiency free survey
- ◆ Chair of the Quality Improvement Committee and Board Member at Connecticut Healthcare at Home Association
- ◆ Currently a member of the Future of Healthcare at Home, a Connecticut Healthcare at Home Association committee
- ◆ Successfully completed a restructuring, continuous performance improvement project within two organizations – United Visiting Nurse Association and Visiting Nurse Association of South Central CT
- ◆ Co- Chair of the committee (Total Quality Management –Finance) for the integration of quality improvement and the financial processes and outcome – The committee accomplished improved productivity, integration of clinical documentation with billing for timeliness and accuracy to ensure timely reimbursement and decreased bad debt.
- ◆ Provided direction and leadership for an interdisciplinary team consisting of nurses and all therapy disciplines in the delivery, utilization and quality of care to home care patients
- ◆ Successfully managed the implementation, coordination and communication of Quality Management Plan

PROFESSIONAL EXPERIENCE:

CEO 12/17 - present
Central New Hampshire VNA and Hospice (*Laconia, NH*)

CEO and Administrator for a not for profit VNA responsible for the overall operation, budget and quality program. Working on establishing a stronger referral base and evaluating efficiencies and innovative programs to continue to work with our community partners.

PRESIDENT/CEO 6/16-11/17
Visiting Nurse Association of South Central CT, Inc.(New Haven, CT)

President/CEO and Administrator for a not for profit VNA that has been in business for 112 years responsible for the overall operation, budget and quality program. Working on establishing a stronger referral base and evaluating efficiencies and innovative programs to continue to work with our community partners.

PRESIDENT/CEO (May 2013-present) 7/08 – 6/16
Constellation Health Services, LLC (Norwalk, CT)

Assumed the role of President/CEO while maintaining the role of Administrator. Oversight of all aspects of the multiple service lines inclusive of budget and operations expenses over \$20 million with a net profit over \$1 million per year for 2 years. Successfully executed several Assisted Living Preferred provider contracts, skilled nursing facility hospice contracts, as well one of five providers chosen to participate in Stamford Hospital's Bundled Payment Project with Remedy Partners.

ADMINISTRATOR*Constellation Home Care, LLC*

Administrator of the licensed, Medicare certified Home Health and Hospice Company responsible for the overall operation, budget and quality program. Implemented web based software system inclusive of point of care, scheduling and billing. Developed and implemented an infrastructure inclusive of quality and intake departments, strong clinical management and staff development to support growth in average daily census and revenue. Opened two branches and started a certified Hospice.

VICE PRESIDENT OF QUALITY MANAGEMENT

3/05-7/08

Visiting Nurse Association of South Central CT (New Haven, CT)

Executive management position responsible for the Quality Management Department with an emphasis on increasing the outcomes of the agency through restructure, education and promoting quality. Implemented a structured patient satisfaction system and restructured the staffing of the department resulting in increased nationally benchmarked outcomes. Development and implementation of an agency restructure with the ultimate goal of increased effectiveness and efficiency. Oversight and coordination of all regulations and surveys for licensing and accreditation. Numerous presentations to a variety of audiences completed.

MANAGER OF CLINICAL OPERATIONS/SERVICES

10/99-3/05

United Visiting Nurse Association (Trumbull, CT)

Held increasing responsible management positions with particular emphasis on knowledge and training in all aspects of the computer software system - McKesson, with particular emphasis on Clinical Explorer and Billing. Utilized clinical expertise to bridge training and implementation between finance and clinical operations. Coordinated the utilization of the system to ensure system flow and appropriate utilization of staff while maintaining the integrity of the electronic medical record. Led TQM Finance as the major quality initiative.

SUPERVISOR

8/93-3/94

Norwalk Rehabilitation Services (Norwalk, CT)

Supervisor of Occupational and Physical Therapy Services in a nursing home setting. Responsible for quality assurance, billing logs, completing and attending all patient care plan meetings

SENIOR MANAGER – SYSTEMS AND OUTCOMES

7/89-8/93, 3/94-10/99

Ahlbin Centers for Rehabilitation Medicine (Bridgeport, CT)

Held increasing responsible management positions with direct responsibility for quality improvement, accreditation and external surveys and reports. Active member of the internal as well as System quality councils, while implementing, coordinating and communicating the Quality Management Plan. Responsible for communication to and education of staff for all CARF and JCAHO regulations and compliance. Held a position as Director of Inpatient Rehabilitation Services which included oversight of the inpatient contract services within Bridgeport Hospital. In this position responsibilities included day to day operations, personnel management and budget management for an interdisciplinary team of therapists inclusive of acute care services and inpatient rehabilitation unit at Bridgeport Hospital. Coordinator of the Outpatient Neurological Program inclusive of a Traumatic Brain Injury with oversight of the interdisciplinary team.

EDUCATION:**SACRED HEART UNIVERSITY (Fairfield, CT)**

2001 – 2006

Degree: Masters of Business Administration with concentration in Healthcare.

QUINNIPIAC COLLEGE (Hamden, CT)

1985 - 1989

Degree: Bachelor of Science

Major: Occupational Therapy

Other Relevant education:**VILLANOVA UNIVERSITY**

2011

Certification Achievement in Essentials of Project Management

Certification Achievement in Mastering Project Management

Helen Rautenberg, _____

h.rautenberg

SUMMARY

Currently working as a Family Support Specialist with New Hampshire Home Visiting since 1998 through a collaboration between The Wolfeboro Children's Center and Central VNA- Hospice 1998-January 2018 as a Central NH VNA employee and February 2018 to present. Strengths include certification to teach in two Parenting Curriculums, more than 20 hours per year of continuing education, professionalism in the areas of information privacy, maintaining relationships with families, and personal appearance, as well as 20 years of experience in the field.

PROFESSIONAL EXPERIENCE

Childcare Aide/Teacher

Wolfeboro Area Children's Center

1993-January 2018

Family Support Specialist
Central NH VNA-Hospice

1998-present

Special Education Aide
AGH Associates

1987-1993

EDUCATION

Associate Degree in Early Childhood Education
College for Lifelong Learning
Rochester NH

1997-2000

Graduated with 4.0 GPA

SKILLS

- Integrity
- Teaching Skills
- Communication skills
- Flexible
- Intuitive

Abigail Sparks Eldridge

EDUCATION:

- 2008** NH COMMUNITY TECHNICAL COLLEGE
Berlin, NH
- Certificate in Early Childhood Education
- 1999** PLYMOUTH STATE COLLEGE
Plymouth, NH
- Associate of Arts, General Studies (focus on Psychology, Early Childhood Education)
 - Courses included: Child development, Adolescent Psychology, and Life Span & Development Psychology
- 1996** KENNETT HIGH SCHOOL
Conway, NH
- Courses included: 2 semesters of Early Childhood Education; Teaching Intern Practicum in Conway Elementary School Kindergarten.

PROFESSIONAL EXPERIENCE:

- July 2017- Present** Central NH VNA & Hospice
- Currently working as Family Support Specialist with New Hampshire Home visiting providing home services to all Healthy Families America Clientele
- 2000-2017** Children Unlimited, Inc
- Preschool Teacher (Inclusive Classroom)
 - Head of Developmental Childcare Program
 - Family Support Provider
 - Home-based education & therapy program for severely developmentally disabled preschooler
 - Preschool Assistant Teacher (Inclusive Classroom)
- 1999-2000** Molly Ockett and Sadie Adams Schools, Fryeburg, ME
Special Education Technical Assistant.
- Responsibilities included: 1:1 aide for children who were emotionally handicapped and/or behaviorally impaired in 5th through 8th grades.
 - Experience working with an educational team, planning and implementing developmental,

educational, and behavioral goals and objectives, utilizing conflict resolution strategies, and using appropriate behavioral intervention and administering medications.

1994-1999

Children Unlimited, Conway, NH

Worked part-time summer and winter vacations

- Swimming lessons with typically developing children and children with special needs ages 4-6;
- Teacher in inclusive child care program for typically developing children and children with special needs ages 6 weeks to 6 years.

Co-teacher in language based toddler group with 13 children ages 2-3 years.

Individual Aide for 4 year old multi-handicapped child (visual impairment, cerebral palsy; nonverbal)

- Responsibilities as an individual aide implementation of EP goals and objectives including motor programs, visual skills, oral stimulation, self-feeding skills, socialization;
- Daily communication with regular and special education professionals, and parents; and documentation of activities.

OTHER WORK EXPERIENCE:

1996-1999

Nine West & Co.
Settlers Green, Conway, NH

WORKSHOPS:

NH Responds: Response to Intervention Professional Development (2007-2012)

"Limit Setting and Anger Management with Children and Adolescents" Kevin Creeden, MA

Fussy Baby Network Approach to Family Engagement: Being with Families Where They Are

Conflict Resolution Strategies

Behavioral Restraint Techniques
·DTORF-R (Developmental Teaching Objectives - an
Assessment Protocol of Developmental Functioning)

SKILL CERTIFICATIONS:

American Heart Association First Aid, Infant & Child CPR
Water Safety Instructor (WSI).

STRENGTHS:

Independent worker, working knowledge of child
development, relates well to parents, empathetic
and patient, active listener, very personable

REFERENCES:

JoAnn Kelly, M.S., C.C.C., SLP
P.O. Box 37, Eaton, NH 03832
(603)447-6356

Sharon Fisher
East Main Street, Conway, NH 03818
(603)447-3963

Benjamin Utter, MA
P.O. Box 274
Jackson, NH 03846
(603)383-6290

Katie McCarthy
Children Unlimited, Inc
P.O. Box 986, Conway, NH 03818
(603)447-6356

OTHER REFERENCES ON REQUEST.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Schellely Rondeau, RN	MCH Program Manager/ Healthy Families	\$67,017	40%	\$26,806
Abbie Sparks	Family Support Specialist	\$22,880	100%	\$22,880
Helen Rautenberg	Family Support Specialist	\$24,960	100%	\$24,960
Lisa Dupuis	CEO	\$160,000	0%	\$0.00
David Emberley	CFO	\$95,846	0%	\$0.00

Subject: Home Visiting Services Contract SS-2019-DPHS-05-HOMEV-04

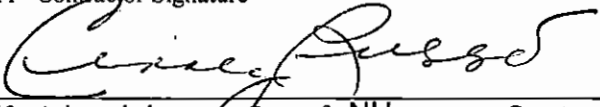
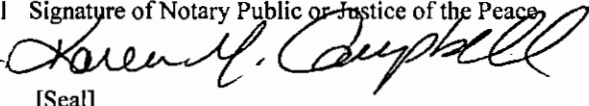
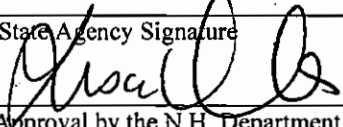
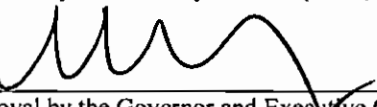
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name VNA at HCS Inc.		1.4 Contractor Address 312 Marlboro Street Keene, NH 03431	
1.5 Contractor Phone Number Phone: (603) 352-2253 ext. 132	1.6 Account Number 05-95-90-902010-5896-102-500731	1.7 Completion Date 09/30/2020	1.8 Price Limitation \$312,230
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Interim CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>5/21/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		KAREN M. CAMPBELL, Notary Public My Commission Expires June 4, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Karen M. Campbell, Notary			
1.14 State Agency Signature  Date: <u>6/4/18</u>		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
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. Campbell Attorney 6/6/18</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.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations prevention, acquisition, or rehabilitation. The Vendor shall maintain appropriate records to document actual funds received or denials of funding from such public sources of funds.
- 1.3. The Contractor shall submit a detailed description of the language assistance service 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.
- 1.4. The Health Resources and Services Administration (HRSA) requires all grantees receiving funds through this program to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

"This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under X10MC29490 and X10MC31156, Maternal, Infant and Early Childhood Home Visiting Grant Program for \$2,958,820 AND \$2,982,681 respectively. This information, content, and/or conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government."

- 1.5. The Contractor shall provide home visiting services as detailed in this Exhibit A, Scope of Services as follows:

Reference	Area of Service	Proposed Caseload FY 2018 (10/1/2017 - 9/30/2018)	Proposed Caseload FY 2018 (10/1/2018 - 9/30/2019)
1.5.1.	Cheshire County	24 families	24 families

- 1.6. For the purposes of this contract, the Contractor shall be identified as a subrecipient in accordance with 2 CFR200.0. *et seq.*

2. Scope of Work

- 2.1. The Vendor shall provide home visiting services to pregnant women and newly parenting families with children up to age three (3), as described in the Healthy Families America Model, who fall within one (1) or more of the federal priority demographics below:



- 2.1.1. Are first time parents.
- 2.1.2. Have low incomes; which is defined as less than one hundred eighty-five percent (<185%) of the U.S. Department of Health and Human Services (USDHHS) Poverty Guidelines.
- 2.1.3. Are less than twenty-one (21) years of age.
- 2.1.4. Have a history of child abuse or neglect, or have had interactions with child welfare services.
- 2.1.5. Have a history of substance misuse or need substance use disorder treatment.
- 2.1.6. Are users of tobacco products in the home.
- 2.1.7. Have or have had children with low student achievement.
- 2.1.8. Have children with developmental delays or disabilities.
- 2.1.9. Are in families that include individuals who are serving or have formerly served in the armed forces.
- 2.2. As part of a high-quality, evidence-based home visiting program, the Contractor shall,
 - 2.2.1. Become accredited and maintain accreditation through the Healthy Families America (HFA) model.
 - 2.2.2. Select and implement one of the following curricula:
 - 2.2.2.1. Parents as Teachers (PAT) as an annually trained "Approved User."
 - 2.2.2.2. Growing Great Kids (GGK) with certification of training.
 - 2.2.3. Collaborate with other early childhood-serving agencies, including those that provide home visiting and family support services.
 - 2.2.4. Ensure the twelve (12) critical elements that make up the essential components of the HFA Model are addressed in agency policies. For more information on HFA Best Practice Standards, see:
http://www.dhs.state.il.us/OneNetLibrary/27896/documents/GATA_2018Grants/FCS_NOFOs/2018_2021HFABestPracticeStandardsJuly2017.pdf
 - 2.2.5. Enter personally identifiable health data for all children served under this contract into the designated Home Visiting Data System.
- 2.3. The Contractor shall identify positive ways to establish relationships with families and to keep families engaged over time.
- 2.4. The Contractor shall provide home visits conducted by nurses during the prenatal and post-partum periods, as a supplement to the Healthy Families America model.
- 2.5. The Contractor shall offer services that:
 - 2.5.1. Are comprehensive.
 - 2.5.2. Support the Family.

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- 2.5.3. Support parent-child interactions.
- 2.5.4. Support child development.
- 2.6. The Contractor shall ensure all families are referred to a medical provider or other supportive services as appropriate, which may include , but are not limited to:
 - 2.6.1. Housing Support
 - 2.6.2. Transportation
 - 2.6.3. Playgroups
 - 2.6.4. Breast Feeding Support
 - 2.6.5. Nutrition Support
- 2.7. The Contractor shall obtain all necessary authorizations for release of information. All forms developed for authorization for release of information must be approved by the Department prior to their use.
- 2.8. The Contractor shall coordinate, where possible, with other local service providers including, but not limited to:
 - 2.8.1. Health care providers.
 - 2.8.2. Social workers.
 - 2.8.3. Early interventionists.
- 2.9. The Contractor shall create and consult with a broadly-based advisory/governing group for the planning, implementation, and assessment of site related activities.

3. Staffing Requirements

- 3.1. The Contractor shall ensure staff possesses characteristics necessary to building trusting, nurturing relationships, and engaging families with different cultural values and beliefs than their own.
- 3.2. The Contractor shall hire staff in accordance with the requirements of the HFA Model Standards.
- 3.3. The Contractor shall provide home visiting staff with ongoing, reflective supervision in accordance with the requirements of the HFA Model Standards so staff is able to develop realistic and effective plans to empower families.
- 3.4. The Contractor shall ensure that direct service staff supervisors have a solid understanding of and experience in supervising and motivating staff, as well as providing support to staff in stressful work environments.
- 3.5. The Contractor shall ensure that supervisors meet the minimum qualifications outlined in the HFA Model Standards.
- 3.6. The Contractor shall ensure that program managers have the necessary qualifications as outlined in the HFA Model Standards.
- 3.7. The Contractor shall ensure that registered nurses (RN's) have a current license to practice in accordance with RSA 326-B and a minimum of two (2) years of experience in maternal and child health nursing.



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- 3.8. The Contractor shall designate a liaison for all programmatic correspondence between the Department and the Vendor for matters including, but not limited to:
 - 3.8.1. Program announcements.
 - 3.8.2. Clinical updates.
 - 3.8.3. Reporting changes.
 - 3.8.4. Errors.
 - 3.8.5. Requests.
 - 3.9. The Contractor shall ensure that HFA staff attend meetings and training required by the Department, including, but not limited to:
 - 3.9.1. Maternal Children and Health Section (MCH) Maternal, Infant, and Early Child Home Visiting (MIECHV) Coordinators Meetings
 - 3.9.2. MIECHV staff training
 - 3.10. The Contractor shall ensure that staff completes basic training in accordance with HFA Model Standards including, but not limited to:
 - 3.10.1. Cultural competency.
 - 3.10.2. Reporting child abuse.
 - 3.10.3. Determining the safety of the home.
 - 3.10.4. Managing crisis situations.
 - 3.10.5. Responding to mental health, substance misuse, and/or interpersonal violence issues.
 - 3.10.6. Substance-exposed infants.
 - 3.10.7. Services available in the community.

4. Reporting and Deliverable Requirements

- 4.1. The Contractor shall submit a report of caseload analysis (See Exhibit A-1, Caseload and Capacity Analysis) each month.
- 4.2. The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation.
- 4.3. The Contractor shall, for the purposes of program evaluation and federal reporting, enter personally identifiable health data for all program participants into the Home Visiting Data System.
- 4.4. The Contractor shall submit a quarterly report outlining the program activities and achievement of stated outcomes.
- 4.5. The Contractor shall submit an annual report to the Department that includes, but is not limited to:
 - 4.5.1. Information regarding accomplishments and challenges for the program.
 - 4.5.2. Systemic barriers.
 - 4.5.3. Action plans to address barriers.



4.5.4. Family satisfaction survey results.

- 4.6. The Contractor shall submit all quarterly reports to the Department no later than the fifteenth (15th) day of the month following the reporting period of each contract year, with the first report due by October 15, 2018.
- 4.7. The Contractor shall submit annual reports by July 31st of each contract year, with the first report due on July 31, 2019.

5. Work Plan

- 5.1. The Contractor shall evaluate the progress of program participants as well as the performance of the programs and services provided.
- 5.2. The Contractor shall submit a Work Plan (See Exhibit A-2 Work Plan Template) that includes, but is not limited to:
 - 5.2.1. Input/resources.
 - 5.2.2. Activities/action plan.
 - 5.2.3. Performance measures.
 - 5.2.4. Continuous Quality Improvement (CQI) activities.
 - 5.2.5. Brief narrative describing strategies for CQI.

6. Performance Measures

- 6.1. All measures, consider services provided within the scope of this MCH contract during State Fiscal year 2019, July 1, 2018– June 30, 2019. Measures may be modified to reflect updates after October 1, 2018 to reflect new Federal updates.

6.1.1. Performance Measure #1

**Home Visiting New Hampshire-Healthy Families America (HVNH-HFA)
HFA Standard 7-5.B**

Measure: 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.

Goal: All post-partum women enrolled in HFA will receive this formal, validated screening for depression at the optimal time.

Definition: **Numerator-** Of those in the denominator, the number of women that received an Edinburgh Postnatal Depression Scale screening by 3 months postpartum

Denominator- The total number of women in the program who reached three (3) months post-partum during the reporting period and were enrolled prior to 3 months after the birth of their baby.

Data Source: HVNH-HFA Data Records

Handwritten initials, possibly "CE", in black ink.

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6.1.2. Performance Measure #2

HVNH-HFA Performance Measure #2 (Retention Report)

HFA Standard 3-4.A

Measure: Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline¹.

Goal: Families stay connected and maintain involvement with HFA services.

Definition: **Numerator-** Of those in the denominator, the number of families that remained in HFA services at least 6 months.

Denominator- The number of families who received a first home visit during the period for:

Quarter 1- 10/1/2017- 12/31/2017

Quarter 2 -1/1/2018 – 3/31/2018

Quarter 3 -4/1/2018 – 6/30/2018

Quarter 4 -7/1/2018 – 9/30/2018

Data Source: HVNH-HFA Data Records, HFA methodology for measuring retention rates

6.1.3. Performance Measure #3

HVNH-HFA Performance Measure #3

HFA Standards 6-5.B and 6-6.B

Measure: 90% of target children are referred for further evaluation after scoring below the "cutoff" on the ASQ-3. Children already receiving developmental services should not be screened.

Goal: All children served who are determined to be at risk for developmental delays, and are not already receiving developmental services, will receive a referral for further evaluation or services. (If a family declines a referral this should be documented in the family's file and the Family Support Specialist shall continue efforts to advocate for accessing developmental services).

Definition: **Numerator-** Of those in the denominator, the number of children that received follow-up health care when determined necessary by a formal, validated developmental screening (ASQ-3).

Denominator- The total number of children served in HFA in the past fiscal year who received at least one ASQ-3 in which they scored below the cutoff.

Data Source: HVNH-HFA Data Records, and ASQ-3, results.

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6.1.4. Performance Measure #4

HVNH-HFA PROCESS Measure
HFA Standard 12-1.B

Measure: All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.

Goal: Service providers receive ongoing, effective supervision so they are able to develop realistic and effective plans to empower families.

Definition: **Numerator-** Of those in the denominator, the number of direct service staff who received 75% of required weekly individual supervision for a minimum of 1.5 hours for full time (.75 to 1.0 FTE) and 1 hour for part time staff (less than .75 FTE).

Denominator- The number of direct service staff/home visitors employed in the HFA Program during quarter.

Data Source: HVNH-HFA Data Records



Caseload and Capacity Analysis

1. Per Exhibit A, Scope of Services the Contractor shall submit a report of caseload analysis each month.
2. Caseload and Capacity Analysis shall be submitted via Microsoft Excel Workbook, provided by the Department; in accordance with the samples illustrated below:

2.1.1. Instructions Worksheet

CASELOAD AND CAPACITY ANALYSIS <i>to be completed for each month of the contract period</i>	
INTRODUCTION & NOTES	This Excel tool has been adapted to streamline the caseload and capacity analysis and reporting processes for both the Local Implementing Agency and the State Team, and to standardize the way metrics are calculated across all LIAs. Please do not copy this workbook to use next month. Instead, open the file named for monthly data you are reporting (i.e., in early January, use the file named "2018.12" to report December 2018 data). Please do not change the name of the file when emailing the report to NH DPHS. If your home visitor staff changed during the reporting month (i.e., home visitors were added to roster or left), please see the "5.4.19" instructions below.
USE	1. Click on a home visitor worksheet (HV) tab, below. Enter the home visitor's information into the GREEN CELLS only: their Name, # hours per week paid by HFA, and % of HFA time as a 2. Enter the number of families on each level that the home visitor saw in the reporting month. 3. Repeat Steps 1-2 for each home visitor allocated to HFA Home Visiting during the month, in the separate tabs provided. 4. If you have a home visitor position that is currently vacant, please indicate this using "RECRUITMENT" instead of the home visitor's name. 5. Click the "Capacity Analysis" worksheet tab to review the analysis for your Local Implementing Agency this month. NOTE: to optimize your case-assignment planning, use next month's workbook to model your family and case-weight numbers, and see what your performance results will be!
MAINTENANCE	PLEASE FOLLOW IF YOUR FAMILY SERVICE WORKERS CHANGED IN THE REPORTING MONTH If your HFA home visiting staff changed, but the number of HFA home visitors did not exceed 5, simply change the "Name of staff member" in Cell B2. Return to Step 1. If the number of HFA home visitors during the reporting month was greater than 5, contact the State Team for technical assistance, OR: 1. Duplicate the last FSW worksheet tab (right-click, select "move or copy", click box "create a copy", move to "before Capacity Analysis") 2. Update formulas in the Capacity Analysis worksheet tab to include the new FSW worksheet: a. # families served, per case weight category (cells E3:I3) b. % of monthly home visitor capacity utilized (cells E7, F7) c. Service Utilization % (cells, E10, F10)
Note: The # of hours paid should be the salaried or expected contracted hours for HFA only, regardless of vacation days, out of office, sick, etc. Note: The % of time spent home visiting should be the % of time - of the HFA hours recorded above - doing home visiting work. For FSWs who are NOT also doing FAW work, the % will be 100%. Once the green cells are filled, all orange fields and the Capacity Analysis worksheet will auto-calculate for the individual home visitors and for your LIA. If the total number of families or the total weighted caseload is above the maximum, the corresponding field will turn red.	

2.1.2. Home Visitor Worksheet

Month for Caseload Analysis		July 2018		Permanent Special Circumstances (PSC) families should be captured above at their level, AND in this section if they have any of the following: need an interpreter, have multiple births (twins, triplets, etc.), have significant additional travel time, or a child with special							Extra Case Weight
Name of staff member				# of families with additional caseload due to PSCs							
# hours per week worked for HFA only				0.5	1	1.5	2	2.5	3		
Of the hours above, % time as HFA home visitor											
Caseload multiplier		0.00									
Levels	Description	Number of Families on Level	Weight	Weighted Caseload per Level							
Level 2P	Prenatal - visits every other week during first and second trimester	2.00	0							0	
Level 1P	Prenatal - visits every week in third trimester (or earlier if appropriate)	2.00	0							0	
Level 1	First 6 months after birth or enrollment - visits every week	2.00	0							0	
Level 2	Visits every other week	1.00	0							0	
Level 3	Visits once per month	0.50	0							0	
Level ISS	Crisis Intervention - visits weekly, or more if needed	3.00	0							0	
Level 4	Visits once per quarter	0.25	0							0	
Creative Outreach (CO)	Creative Outreach (CO) is for families that completed at least one home visit but became disengaged.	2.00	0							0	
Level CO1	CO families are given the same caseload weight they had prior to going on CO, to ensure space if re-engaged.	1.00	0							0	
Level CO2	Temporary Out of Area (TO): for up to 3 months, families are given the same caseload weight they had prior to going on CO, to ensure space if re-engaged.	0.50	0							0	
Level TO1	Temporary Re-Assignment (TR): for up to 3 months, families accept voluntary re-assignment to another FSW due to leave or	2.00	0							0	
Level TO2		1.00	0							0	
Level TO3		0.50	0							0	
Level TR		0.50	0							0	
Actual totals		0	0							0	
Maximum for fidelity		0	0							0	
HFA CAPACITY CALCULATION		#DIV/0!									
FSW Contribution to HRSA CAPACITY CALCULATION		#DIV/0!									



2.1.3. Capacity Analysis Worksheet

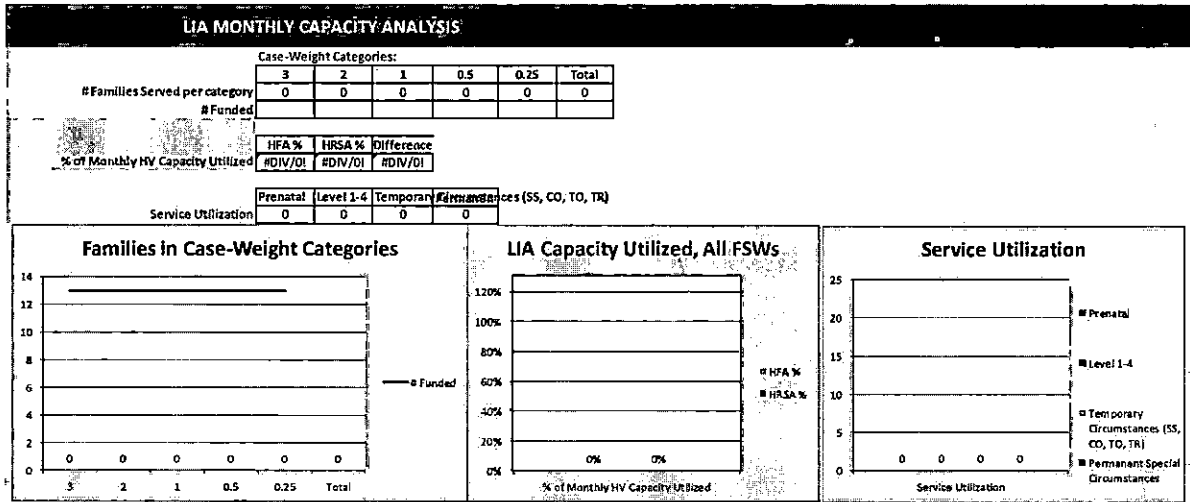


Exhibit A-2
 Maternal and Child Health Title V Healthy Families America Work plan Report
 July 1, 2018 – June 30, 2019

AGENCY NAME: _____

SERVICE AREA: _____

WORKPLAN COMPLETED BY: _____

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #1 (HFA Standard 7-5.B): 70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening by 3 months postpartum.	
	EVALUATION ACTIVITIES	SFY 19 Target <u>70%</u> Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

**Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #2 (HFA Standard 3-4.A): Increase the percent of families who remain enrolled in HFA for at least 6 months. FY 17 average baseline = SFY 19 Target <u>Site enters target here based on prior FY performance</u> _____	
	EVALUATION ACTIVITIES		
		Final year (July-June) NUMERATOR _____ DENOMINATOR _____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____ _____	

Vendor Initials ER
Date 5/21/18

**Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #3 (HFA Standard 6-7.A): 90% of children receive further evaluation (or services) after scoring below the "cutoff" on the ASQ-3. SFY 19 Target <u>90%</u>	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____	
		Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____	
		Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____	
		Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____	

Exhibit A-2
Maternal and Child Health Title V Healthy Families America Work plan Report
July 1, 2018 – June 30, 2019

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		PROCESS Measure: (HFA Standard 12-1.B) All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.	
	EVALUATION ACTIVITIES	Final year (July-June) NUMERATOR _____ DENOMINATOR _____	
		_____ Quarter 1 (July – September) NUMERATOR _____ DENOMINATOR _____ _____ Quarter 2 (October – December) NUMERATOR _____ DENOMINATOR _____ _____ Quarter 3 (January – March) NUMERATOR _____ DENOMINATOR _____ _____ Quarter 4 (April – June) NUMERATOR _____ DENOMINATOR _____ _____	

Vendor Initials CR
 Date 5/21/18



Exhibit B Method and Conditions Precedent to Payment

1. This Contract is funded with federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) # 93.870 (<https://www.cfda.gov>), U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA).
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, General Provisions, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibit B-1, Budget, Exhibit B-2, Budget and Exhibit B-3 Budget.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month along with any monthly and/or quarterly reports due in accordance with Exhibit A, Scope of Services.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. The invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov
 - 4.4. Expenditure detail should be included with submission of the invoice.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to the adjustment of the amounts between budget line items within the price limitation of Exhibits B-1, B-2 and B-3 Budget, can be made by written agreement of both parties without further approval of the Governor and Executive Council.

CR

5/21/18

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: VNA at HCS, Inc.

Budget Request for: Home Visiting

Budget Period: July 1, 2018 - June 30, 2019 (SFY 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 84,069.00	\$ -	\$ 84,069.00	\$ 2,250.00	\$ -	\$ 2,250.00	\$ 81,819.00	\$ -	\$ 81,819.00
2. Employee Benefits	\$ 19,224.00	\$ -	\$ 19,224.00	\$ 300.00	\$ -	\$ 300.00	\$ 18,924.00	\$ -	\$ 18,924.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 3,620.00	\$ -	\$ 3,620.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 1,120.00	\$ -	\$ 1,120.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 260.00	\$ -	\$ 260.00	\$ 940.00	\$ -	\$ 940.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ 150.00
6. Travel	\$ 4,420.00	\$ -	\$ 4,420.00	\$ -	\$ -	\$ -	\$ 4,420.00	\$ -	\$ 4,420.00
7. Occupancy	\$ 6,386.00	\$ -	\$ 6,386.00	\$ 1,180.00	\$ -	\$ 1,180.00	\$ 5,196.00	\$ -	\$ 5,196.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,210.00	\$ -	\$ 3,210.00	\$ -	\$ -	\$ -	\$ 3,210.00	\$ -	\$ 3,210.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
11. Staff Education and Training	\$ 1,085.00	\$ -	\$ 1,085.00	\$ 500.00	\$ -	\$ 500.00	\$ 585.00	\$ -	\$ 585.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HFA Dues	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 1,750.00	\$ -	\$ 1,750.00
Management Fee- HCS	\$ -	\$ 20,155.00	\$ 20,155.00	\$ -	\$ -	\$ -	\$ -	\$ 20,155.00	\$ 20,155.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 125,614.00	\$ 20,155.00	\$ 145,769.00	\$ 7,000.00	\$ -	\$ 7,000.00	\$ 118,614.00	\$ 20,155.00	\$ 138,769.00

Indirect As A Percent of Direct

16.0%

Contractor Initials *CR*
Date *5/21/18*

Exhibit B-2, Budget Sheet

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: VNA at HCS, Inc.

Budget Request for: Home Visiting

Budget Period: July 1, 2019 - June 30, 2020 (SFY 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 84,069.00	\$ -	\$ 84,069.00	\$ 2,250.00	\$ -	\$ 2,250.00	\$ 81,819.00	\$ -	\$ 81,819.00
2. Employee Benefits	\$ 19,224.00	\$ -	\$ 19,224.00	\$ 300.00	\$ -	\$ 300.00	\$ 18,924.00	\$ -	\$ 18,924.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 3,620.00	\$ -	\$ 3,620.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 1,120.00	\$ -	\$ 1,120.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 260.00	\$ -	\$ 260.00	\$ 940.00	\$ -	\$ 940.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ 150.00
6. Travel	\$ 4,420.00	\$ -	\$ 4,420.00	\$ -	\$ -	\$ -	\$ 4,420.00	\$ -	\$ 4,420.00
7. Occupancy	\$ 6,386.00	\$ -	\$ 6,386.00	\$ 1,190.00	\$ -	\$ 1,190.00	\$ 5,196.00	\$ -	\$ 5,196.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,210.00	\$ -	\$ 3,210.00	\$ -	\$ -	\$ -	\$ 3,210.00	\$ -	\$ 3,210.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
11. Staff Education and Training	\$ 1,085.00	\$ -	\$ 1,085.00	\$ 500.00	\$ -	\$ 500.00	\$ 585.00	\$ -	\$ 585.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HFA Dues	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 1,750.00	\$ -	\$ 1,750.00
Management Fee- HCS	\$ -	\$ 20,155.00	\$ 20,155.00	\$ -	\$ -	\$ -	\$ -	\$ 20,155.00	\$ 20,155.00
TOTAL	\$ 125,614.00	\$ 20,155.00	\$ 145,769.00	\$ 7,000.00	\$ -	\$ 7,000.00	\$ 118,614.00	\$ 20,155.00	\$ 138,769.00

Indirect As A Percent of Direct

16.0%

Contractor Initials

CR
Date *5/21/18*

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: VNA at HCS, Inc.

Budget Request for: Home Visiting

Budget Period: July 1, 2020 - September 30, 2020 (3 Months of SFY 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 21,017.00	\$ -	\$ 21,017.00	\$ 563.00	\$ -	\$ 563.00	\$ 20,454.00	\$ -	\$ 20,454.00
2. Employee Benefits	\$ 4,808.00	\$ -	\$ 4,808.00	\$ 75.00	\$ -	\$ 75.00	\$ 4,733.00	\$ -	\$ 4,733.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 905.00	\$ -	\$ 905.00	\$ 625.00	\$ -	\$ 625.00	\$ 280.00	\$ -	\$ 280.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 300.00	\$ -	\$ 300.00	\$ 65.00	\$ -	\$ 65.00	\$ 235.00	\$ -	\$ 235.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 37.00	\$ -	\$ 37.00	\$ -	\$ -	\$ -	\$ 37.00	\$ -	\$ 37.00
6. Travel	\$ 1,105.00	\$ -	\$ 1,105.00	\$ -	\$ -	\$ -	\$ 1,105.00	\$ -	\$ 1,105.00
7. Occupancy	\$ 1,597.00	\$ -	\$ 1,597.00	\$ 297.00	\$ -	\$ 297.00	\$ 1,300.00	\$ -	\$ 1,300.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 125.00	\$ -	\$ 125.00	\$ -	\$ -	\$ -	\$ 125.00	\$ -	\$ 125.00
11. Staff Education and Training	\$ 271.00	\$ -	\$ 271.00	\$ 125.00	\$ -	\$ 125.00	\$ 146.00	\$ -	\$ 146.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HRA Dues	\$ 438.00	\$ -	\$ 438.00	\$ -	\$ -	\$ -	\$ 438.00	\$ -	\$ 438.00
Management Fees - HCS	\$ -	\$ 5,039.00	\$ 5,039.00	\$ -	\$ -	\$ -	\$ -	\$ 5,039.00	\$ 5,039.00
TOTAL	\$ 31,403.00	\$ 5,039.00	\$ 36,442.00	\$ 1,750.00	\$ -	\$ 1,750.00	\$ 29,653.00	\$ 5,039.00	\$ 34,692.00

Indirect As A Percent of Direct

16.0%

Contractor Initials

CR
 Date *5/21/18*



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;

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- 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.

CR
Date 5/21/18



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



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

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

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.

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5/21/18



REVISIONS TO GENERAL PROVISIONS

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

QR
5/21/18



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

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5/21/18

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.

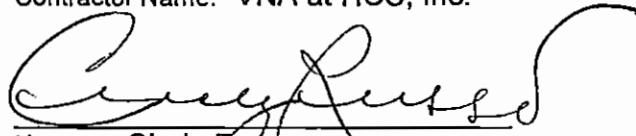
Place of Performance (street address, city, county, state, zip code) (list each location)


312 Marlboro St., Keene, NH 03431

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

Contractor Name: VNA at HCS, Inc.

5/21/18
Date


Name: Cindy Russo
Title: Interim CEO

Contractor Initials 
Date 5/21/18



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

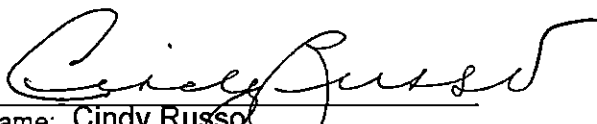
The undersigned certifies, to the best of his or her knowledge and belief, that:


1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: VNA at HCS, Inc.

5/21/18
Date


Name: Cindy Russo
Title: Interim CEO

Contractor Initials 
Date 5/21/18



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

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

INSTRUCTIONS FOR CERTIFICATION

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



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).


LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: VNA at HCS, Inc.

5/21/18
Date


Name: Cindy Russo
Title: Interim CEO

Contractor Initials 
Date 5/21/18



**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

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

Contractor Initials

CR

Date

5/21/18

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.

5/21/18
Date

Contractor Name: VNA at HCS, Inc.

Cindy Russo
Name: Cindy Russo
Title: Interim CEO

Exhibit G

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

Contractor Initials

CR

Date 5/21/18



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: VNA at HCS, Inc.

5/21/18
Date


Name: Cindy Russo
Title: Interim CEO

Contractor Initials CR
Date 5/21/18



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (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

EC
Date 5/21/18



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.

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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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
 The State
Lisa Morris
 Signature of Authorized Representative
 LISA MORRIS
 Name of Authorized Representative
 DIRECTOR, DHHS
 Title of Authorized Representative
 6/4/18
 Date

VNA at HCS, Inc.
 Name of the Contractor
Cindy Russo
 Signature of Authorized Representative
 Cindy Russo
 Name of Authorized Representative
 Interim CEO
 Title of Authorized Representative
 5/21/18
 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: VNA at HCS, Inc.

5/21/18
Date


Name: Cindy Russo
Title: Interim CEO



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: 789867421
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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DHHS Information Security Requirements

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



DHHS Information Security Requirements

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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Exhibit K

DHHS Information Security Requirements

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

Handwritten initials, possibly "SR", written in black ink.

5/21/18



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

OR
5/21/18



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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5/21/18

State of New Hampshire

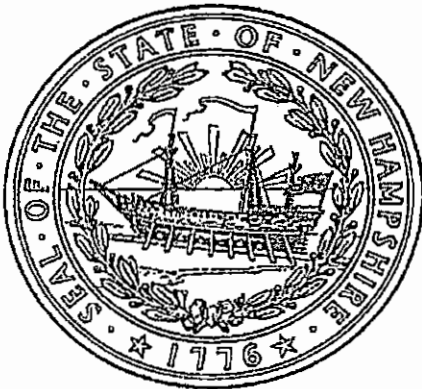
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VNA AT HCS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 18, 1981. 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: 67798

Certificate Number : 0004073363



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Allen Mendelson, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of VNA at HCS, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on May 21, 2018:
(Date)


RESOLVED: That the Interim CEO
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 21st day of May 2018.
(Date Contract Signed)

4. Cindy Russo is the duly elected Interim CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

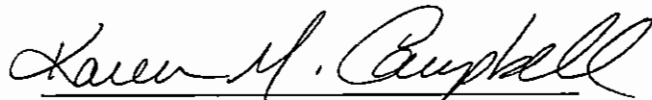

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 21st day of May, 2018.

By Allen Mendelson
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

Commission Expires: June 4, 2019



VALUES AND MISSION STATEMENT

Because we value:

- ▶ **The worth and dignity of all people and their right to privacy**
- ▶ **The right of people to make informed choices**
- ▶ **A creative, holistic approach to individuals' and families' needs**
- ▶ **Health and wellness throughout life**
- ▶ **Access to health care and support services to encourage maximum independence**
- ▶ **A commitment by all staff to acquire and share knowledge through education and research**
- ▶ **Continuous self and agency improvement to meet the changing needs of individuals and our communities**
- ▶ **Collaboration with other providers**

Our mission is:

To provide services which enable people to function throughout life at their optimal level of health, well-being and independence, according to their personal beliefs and choices.

Adopted by Board:	September 4, 1997
Reaffirmed by Board:	September 24, 2015
Reaffirmed by Board:	December 1, 2016
Reaffirmed by Board:	December 7, 2017

**HOME HEALTHCARE, HOSPICE AND COMMUNITY
SERVICES, INC. AND AFFILIATE**

CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2017 AND 2016

CliftonLarsonAllen LLP



WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
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YEARS ENDED JUNE 30, 2017 AND 2016**

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INDEPENDENT AUDITORS' REPORT

Board of Directors
Home Healthcare, Hospice and Community Services, Inc. and Affiliate
Keene, New Hampshire

We have audited the accompanying consolidated financial statements of Home Healthcare, Hospice and Community Services, Inc. and Affiliate (the Association), which comprise the consolidated balance sheet as June 30, 2017, and the related consolidated statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated 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 consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements.

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

Board of Directors
Home Healthcare, Hospice and Community Services, Inc. and Affiliate

Opinion

In our opinion, the 2017 consolidated financial statements referred to above present fairly, in all material respects, the financial position of Home Healthcare, Hospice and Community Services, Inc. and Affiliate as of June 30, 2017, and the results of their operations, changes in their net assets, and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Auditors

The 2016 consolidated financial statements were audited by other auditors, whose report dated January 5, 2017, expressed an unmodified opinion on those statements.



CliftonLarsonAllen LLP

Boston, Massachusetts
January 8, 2018

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
CONSOLIDATED BALANCE SHEETS
JUNE 30, 2017 AND 2016**

	2017	2016
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 358,264	\$ 353,455
Investments	18,536	18,671
Patient Accounts Receivable, Less Allowance for Uncollectible Accounts of \$575,388 in 2017 and \$422,974 in 2016	2,333,470	2,636,850
Other Receivables	495,268	627,445
Prepaid Expenses	358,493	305,691
Total Current Assets	3,564,031	3,942,112
ASSETS LIMITED AS TO USE	11,810,868	11,145,483
PROPERTY AND EQUIPMENT, NET	3,259,469	3,413,668
Total Assets	\$ 18,634,368	\$ 18,501,263
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Line of Credit	\$ 199,846	\$ 120,000
Accounts Payable and Accrued Expenses	575,920	438,794
Accrued Payroll and Related Expenses	1,163,015	1,121,247
Deferred Revenue	547,274	859,691
Total Current Liabilities	2,486,055	2,539,732
NET ASSETS		
Unrestricted	15,054,604	15,053,034
Temporarily Restricted	859,478	674,266
Permanently Restricted	234,231	234,231
Total Net Assets	16,148,313	15,961,531
Total Liabilities and Net Assets	\$ 18,634,368	\$ 18,501,263

See accompanying Notes to Consolidated Financial Statements.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
CONSOLIDATED STATEMENTS OF OPERATIONS
YEARS ENDED JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
OPERATING REVENUE		
Patient Service Revenue	\$ 15,856,383	\$ 15,458,805
Provision for Bad Debt	<u>(899,032)</u>	<u>(392,553)</u>
Net Patient Service Revenue	14,957,351	15,066,252
OTHER OPERATING REVENUE	<u>3,057,136</u>	<u>3,009,828</u>
Total Operating Revenue	18,014,487	18,076,080
OPERATING EXPENSES		
Salaries and Related Expenses	13,892,443	14,725,825
Other Operating Expenses	4,846,139	4,157,194
Depreciation	<u>481,026</u>	<u>437,309</u>
Total Operating Expenses	<u>19,219,608</u>	<u>19,320,328</u>
OPERATING LOSS	(1,205,121)	(1,244,248)
OTHER REVENUE AND GAINS		
Contributions and Fundraising Income	104,374	775,304
Net Assets Released for Operations	8,766	4,246
Investment Income, Net	152,418	182,973
Change in Fair Value of Investments	<u>843,702</u>	<u>163,344</u>
Total Other Revenue and Gains	<u>1,109,260</u>	<u>1,125,867</u>
DEFICIENCY OF REVENUE OVER EXPENSES	(95,861)	(118,381)
CONTRIBUTIONS OF LONG-LIVED ASSETS	<u>97,431</u>	<u>-</u>
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>\$ 1,570</u>	<u>\$ (118,381)</u>

See accompanying Notes to Consolidated Financial Statements.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2017 AND 2016**

	2017	2016
UNRESTRICTED NET ASSETS		
Deficiency of Revenue of Expenses	\$ (95,861)	\$ (118,381)
Contributions of Long-Lived Assets	97,431	-
Increase (Decrease) in Unrestricted Net Assets	1,570	(118,381)
TEMPORARILY RESTRICTED NET ASSETS		
Contributions	107,231	4,400
Investment Income	13,047	16,152
Change in Fair Value of Investments	73,700	14,115
Net Assets Released for Operations	(8,766)	(4,246)
Change in Temporarily Restricted Net Assets	185,212	30,421
CHANGE IN NET ASSETS	186,782	(87,960)
Net Assets - Beginning of year	15,961,531	16,049,491
NET ASSETS - END OF YEAR	\$ 16,148,313	\$ 15,961,531

See accompanying Notes to Consolidated Financial Statements.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2017 AND 2016**

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 186,782	\$ (87,960)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Depreciation	481,026	437,309
Provision for Bad Debts	899,032	392,553
Contributed Long-Lived Assets	(97,431)	-
Change in Fair Value of Investments	(917,402)	(177,459)
Investment Income Restricted for Reinvestment	(13,047)	(16,152)
(Increase) Decrease in:		
Investments	135	1,783
Patient Accounts Receivable	(595,652)	(309,498)
Other Receivables	132,177	(138,166)
Prepaid Expenses	(52,802)	(52,062)
Increase (Decrease) in:		
Accounts Payable and Accrued Expenses	137,126	100,740
Accrued Payroll and Related Expenses	41,768	67,977
Deferred Revenue	(312,417)	270,298
Net Cash Provided (Used) by Operating Activities	(110,705)	489,363
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Investments	(3,991,311)	(2,437,987)
Proceeds from Sale of Investments	4,256,375	2,015,970
Capital Expenditures	(229,396)	(404,385)
Net Cash Provided (Used) by Investing Activities	35,668	(826,402)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Line of Credit	3,368,846	120,000
Payments on Line of Credit	(3,289,000)	-
Net Cash Provided by Financing Activities	79,846	120,000
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	4,809	(217,039)
Cash and Cash Equivalents - Beginning of Year	353,455	570,494
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 358,264	\$ 353,455

See accompanying Notes to Consolidated Financial Statements.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Home Healthcare, Hospice and Community Services, Inc. and Affiliate is a nonstock, nonprofit corporation in New Hampshire whose primary purpose is to act as a holding company and provide management services to its affiliate.

Affiliate

VNA at HCS, Inc. is a nonstock, nonprofit corporation in New Hampshire whose primary purposes are to provide home healthcare, hospice, and community services.

Principles of Consolidation

The consolidated financial statements include the accounts of Home Healthcare, Hospice and Community Services, Inc. and its affiliate, VNA at HCS, Inc. (collectively, the Association). They are related through a common board membership and common management. All significant intercompany balances and transactions have been eliminated in consolidation.

The Association prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible accounts by analyzing the Association's past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are fully reserved. Management regularly reviews revenue data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows as of June 30:

	<u>2017</u>	<u>2016</u>
Balance - Beginning of Year	\$ 422,974	\$ 332,144
Provision	899,032	392,553
Write-Offs	(746,618)	(301,723)
Balance - End of Year	<u>\$ 575,388</u>	<u>\$ 422,974</u>

Investments

Investments in short-term investment options are reported as current assets. Investments held for long-term return are reported as noncurrent assets.

The Association reports investments at fair value and has elected to report all gains and losses in the excess Deficit of Revenue Over Expenses to simplify the presentation of these amounts in the consolidated statement of operations, unless otherwise stipulated by the donor or state law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets, statements of operations, and statements of changes in net assets.

Assets Limited as to Use

Assets limited as to use includes designated assets set aside by the Board of Directors and donor contributions.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Assets with an estimated useful life of more than one year and a historical cost in excess of \$5,000 are capitalized. Maintenance, repairs, and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Association has been limited by donors.

Permanently restricted net assets have been restricted by donors to be maintained by the Association in perpetuity, the income from which is expendable and is recognized as temporarily restricted net assets.

Deferred Revenue

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

Patient Service Revenue

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee for service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payors, and others, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying consolidated financial statements.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cost Allocations

The Association operates several related programs. Costs directly attributable to a program are charged to the respective program services. Management and general costs of the Association have been allocated between the programs on the basis of actual direct program costs.

Deficiency of Revenue Over Expenses

The statement of operations includes deficiency of revenue over expenses. Increases in unrestricted net assets which are excluded from deficiency of revenue over expenses, consistent with industry practice, including contributions of, and net assets released from donor restrictions related to, long-lived assets.

NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE

Investments and assets limited as to use, stated at fair value, are as follows as of June 30:

	2017	2016
Cash and Cash Equivalents	\$ 136,370	\$ 335,547
U.S. Government and Corporate Bonds	3,418,610	3,004,848
Marketable Securities	5,236,249	4,912,555
Mutual Funds	3,038,175	2,911,204
Total Investments and Assets Limited as to Use	<u>\$ 11,829,404</u>	<u>\$ 11,164,154</u>
Unrestricted Investments	\$ 18,536	\$ 18,671
Assets Limited as to Use:		
Board-Designated for Future Use	10,828,438	10,236,986
Donor-Restricted, Temporarily	748,199	674,266
Donor-Restricted, Permanently	234,231	234,231
Total Assets Limited as to Use	<u>11,810,868</u>	<u>11,145,483</u>
Total Investments and Assets Limited as to Use	<u>\$ 11,829,404</u>	<u>\$ 11,164,154</u>

Fair Value Measurement

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016**

NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE (CONTINUED)

Fair Value Measurement (Continued)

Level 1 – Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entry has the ability to access as of the measurement date.

Level 2 – Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3 – Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

All of the Association's investments were measured on a recurring basis.

	2017			Total
	Level 1	Level 2	Level 3	
Corporate Bonds	\$ -	\$ 1,164,599	\$ -	\$ 1,164,599
Government Bonds	2,254,011	-	-	2,254,011
Equity Securities	5,236,249	-	-	5,236,249
Mutual Funds	3,038,175	-	-	3,038,175
Assets Limited as to Use at Fair Value	<u>\$ 10,528,435</u>	<u>\$ 1,164,599</u>	<u>\$ -</u>	11,693,034
Cash and Cash Equivalents				136,370
Total Assets Limited as to Use				<u>\$ 11,829,404</u>

	2016			Total
	Level 1	Level 2	Level 3	
Corporate Bonds	\$ -	\$ 2,856,973	\$ -	\$ 2,856,973
Government Bonds	147,875	-	-	147,875
Equity Securities	4,912,555	-	-	4,912,555
Mutual Funds	2,911,204	-	-	2,911,204
Assets Limited as to Use at Fair Value	<u>\$ 7,971,634</u>	<u>\$ 2,856,973</u>	<u>\$ -</u>	10,828,607
Cash and Cash Equivalents				335,547
Total Assets Limited as to Use				<u>\$ 11,164,154</u>

Investment income and gains for cash equivalents and investments consist of the following as of June 30:

	2017	2016
Unrestricted Net Assets		
Investment Income, Net	\$ 152,418	\$ 182,973
Change in Fair Value of Investments	843,702	163,344
Restricted Net Assets		
Investment Income	13,047	16,152
Change in Fair Value of Investments	73,700	14,115
Total Unrestricted and Restricted Net Assets	<u>\$ 1,082,867</u>	<u>\$ 376,584</u>

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016**

NOTE 3 PROPERTY AND EQUIPMENT

Property and equipment consists of the following as of June 30:

	<u>2017</u>	<u>2016</u>
Land	\$ 471,403	\$ 471,403
Building and Improvements	5,384,931	5,285,796
Furniture, Fixtures, and Equipment	<u>2,854,208</u>	<u>2,753,382</u>
Total Cost	8,710,542	8,510,581
Less: Accumulated Depreciation	<u>5,451,073</u>	<u>5,096,913</u>
Total Property and Equipment, Net	<u>\$ 3,259,469</u>	<u>\$ 3,413,668</u>

NOTE 4 LINE OF CREDIT

The Association has an unsecured \$1,000,000 line of credit payable on demand with a local bank with interest at 1% above the bank's base rate (5.25% and 4.50% at June 30, 2017 and 2016, respectively). The outstanding balance was \$199,846 and \$120,000 at June 30, 2017 and 2016, respectively.

NOTE 5 TEMPORARILY AND PERMANENTLY RESTRICTED NET ASSETS

Temporarily and permanently restricted net assets consist of the following as of June 30:

	<u>2017</u>	<u>2016</u>
Temporarily Restricted:		
Jones Equipment	\$ 142,258	\$ 126,621
Haskell Equipment	305,939	268,278
Operations	91,186	81,490
Meal Sites	2,057	2,417
Respite	4,089	4,089
Hospice Memorial Garden	115,186	108,325
Johnson Family Fund	19,327	16,720
Bednar Fund	9,094	3,877
Barbara Duckett Scholarship	72,910	62,449
Motor Vehicles	97,432	-
Total Temporarily Restricted	<u>\$ 859,478</u>	<u>\$ 674,266</u>
Permanently Restricted:		
Hospice	\$ 10,000	\$ 10,000
Operations	8,623	8,623
Johnson Family Fund	10,202	10,202
Bednar Fund	50,000	50,000
Haskell Endowment Fund	120,570	120,570
Jones Endowment Fund	34,836	34,836
Total Permanently Restricted	<u>\$ 234,231</u>	<u>\$ 234,231</u>

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016**

NOTE 6 ENDOWMENTS

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts, and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Association in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with the UPMIFA, the Association considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. The duration and preservation of the fund;
2. The purposes of the organization and the donor-restricted endowment fund;
3. General economic conditions;
4. The possible effect of inflation and deflation;
5. The expected total return from income and the appreciation of investments;
6. Other resources of the Association;
7. The investment policies of the Association;
8. The spending policy; and
9. Funds with deficiencies.

Return Objectives and Risk Parameters

The investment portfolio is managed to provide for the long-term support of the Association. Accordingly, these funds are managed with disciplined, longer-term investment objectives and strategies designed to meet cash flow and spending requirements. Management of the assets is designed to attain the maximum total return consistent with acceptable and agreed upon levels of risk. The Association benchmarks its portfolio performance against a number of commonly used indices.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016**

NOTE 6 ENDOWMENTS (CONTINUED)

Strategies Employed for Achieving Objectives

To satisfy its long-term rate of return objectives, the Association relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Association targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, the Association seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

Spending Policy

The Association's spending policy is equal to investment returns. All available investment returns earned on endowments are expended, or released from endowment in the year earned.

NOTE 7 PATIENT SERVICE REVENUE

Patient service revenue is as follows as of June 30:

	<u>2017</u>	<u>2016</u>
Medicare	\$ 11,144,888	\$ 10,503,859
Medicaid	849,769	971,613
Other Third-Party Payors	2,528,221	2,103,203
Municipalities - Fees for Service	216,962	230,028
Private Pay	1,116,543	1,650,102
Total	<u>\$ 15,856,383</u>	<u>\$ 15,458,805</u>

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016**

NOTE 7 PATIENT SERVICE REVENUE (CONTINUED)

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties, and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association provided services in other health related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$1,762,256 and \$2,684,818 for the years June 30, 2017 and 2016, respectively.

The Association is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions received directly from the public, United Way, municipal appropriations, and investment income earned from assets limited as to use. Federal and state grants consisted of monies received from the state of New Hampshire.

NOTE 8 FUNCTIONAL EXPENSES

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows as of June 30:

	<u>2017</u>	<u>2016</u>
Program Services	\$ 15,751,865	\$ 16,094,122
Administrative and General	3,467,743	3,226,206
Total	<u>\$ 19,219,608</u>	<u>\$ 19,320,328</u>

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2017 AND 2016**

NOTE 9 MALPRACTICE INSURANCE

The Association insures its malpractice risks on a claims made basis. There was one known malpractice claim outstanding at June 30, 2017 and 2016. There were no unasserted claims or incidents which require loss accrual at June 30, 2017 or 2016. The Association intends to renew coverage on a claims made basis and anticipates that such coverage will be available.

Litigation

The Association is involved in litigation arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Association's future financial position or results of operations.

NOTE 10 RETIREMENT PLAN

The Association sponsors a defined contribution plan. The retirement contributions by the Association amounted to \$145,139 and \$156,431 for 2017 and 2016, respectively.

NOTE 11 CONCENTRATION OF RISK

The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. Following is a summary of accounts receivable, by funding source:

	<u>2017</u>	<u>2016</u>
Medicare	50%	50%
Medicaid	5%	4%
Other Third-Party Payors	45%	46%
Total	<u>100%</u>	<u>100%</u>

NOTE 12 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through January 8, 2018, which is the date the consolidated financial statements were available to be issued.



Investment advisory services are offered through CliftonLarsonAllen
Wealth Advisors, LLC, an SEC-registered investment advisor.

**HCS/VNA at HCS, Inc.
FY2018 Board of Directors**

Chair: Allen Mendelson

Vice-Chair: Jane Larmon

Treasurer: David Therrien

Secretary: Susan Abert, Esq.

Director-at-Large: Betsy Cotter

Mike Chelstowski

Julie Green

Julie Greenwood

Eric Horne

John Maclean

Maureen O'Brien

Leslie Pitts, MD, FAAFP

Brian Reilly, MD

Judy Sadoski

EX-OFFICIO

Cindy Russo, Interim CEO
HCS, VNA at HCS
312 Marlboro St.
Keene, NH 03431
352-2253 x121

Susan Lowe, CFO
HCS, VNA at HCS
312 Marlboro St.
Keene, NH 03431
352-2253 x153

(1993-2000) Home Child Care

Director

Created a joyful home child care program which was Licensed by the State of NH and registered with Family Works. Provided a variety of developmentally appropriate activities to promote creativity, confidence and independence. Established support network for parents. Supervised two high school interns.

(1989-1993) Home Health Care Hospice and Community Services

Director

Responsible for managing and operating the Castle Center for Adult Day Care. Program provided quality care and socialization for elderly and handicapped participants. Supervised team of RN's CNA's and aides; and dozens of volunteers. Secured funding annually from the United Way and the NH Dept of Elderly and Adult Services.

Education (September 1980- May 1985) Wheelock College, Boston Mass

Bachelor of Social Work

References Roberta Royce The Winchester Learning Center, Winchester, NH 03470
(603) 239-7347

Jed Butterfield 60 Colony Hill Road, Richmond, NH 03470 (603) 239-8780

Volunteer experience 2009 – present **C.A.S.T.**

Co facilitator of Community and School Together, a network of concerned citizens who desire to improve the quality of life for all residents. The group has been meeting monthly for 14 years in the town of Winchester.

2007 – present **Town of Winchester**

Participant in the Revitalization Committee which is preparing a plan to revitalize downtown Winchester.

1994-present **The United Church of Winchester**

Sunday School teacher, Vacation Bible School Co-Coordinator, Fabulous Family Friday Organizer, Religious Education Board Chair, Tweens Leader, Assistant Moderator, Search Team

1998-2000

Board of Directors **Winchester Learning Center**

1996-2000

Staci J. Branon

OBJECTIVE

Seeking a professional position that will allow me to continue my professional career path.

EDUCATION

University of Massachusetts, Lowell
Bachelor of Science in Criminal Justice
Minor in Psychology

WORK HISTORY

8/2010- *Social Worker, Home Healthcare, Hospice and Community Services*

As a Maternal Child Health Social Worker, I provide assists clients and families in developing and implementing an appropriate plan of care to meet their needs. I conduct case finding activities in the community, and help families access all available support services for a healthy family.

6/2009- *Monadnock Family Service, Family Intervention Specialist*

In the position of Family Intervention Specialist, I visit families in their home and try to prevent abuse and neglect in potential situations. Often times, the families are in crises, whether it be food, shelter or financial short comings. More often than not, there are mental illnesses or substance abuse problems and we help families through those circumstances as well by referring them to appropriate agencies. When the crisis is stabilized, we can then focus on our primary goals of empowering parents to use proper parenting techniques.

2/2009- *Monadnock Family Services, Children's' Group Leader & CFSA*

As a Children's Group Leader, I monitor children while their parents attend classes to better themselves. I tend to the children's needs and ensure that their needs are met. I also maintain a curriculum to parallel what the parents are learning in their class, so children and parents are both educated on the same topics.

As a Community & Family Services Associate, I bring children to my home to try to portray what a healthy environment is where as they may not get that at home. I follow guidelines to initiate treatments to individual children, to work on certain goals, and to give them a break from their family and the family a break from them.

2004-2009 *Stay at home mom*

2002-2004 *Department of Health and Human Services, Division of Family Services, Family Services Specialist*

Interviewed clients one on one to determine eligibility of benefits. Personally oversaw cases and reviewed them until the benefits were available to the client. Conducted monthly eligibility reviews with clients to ensure eligibility had not lapsed. Also, maintained consistent, quality customer service to clients by meeting with them. Made the effort to meet with clients and answer their questions to the fullest of my ability, either in person or by phone and make sure they had all resources available to them.

2001-2002 *Department of Health and Human Services, Division of Family Services, Clerical Interviewer*

Interviewed clients to determine the proper service for their specialized needs. Prepared clients' applications for processing and intake interviews. Also performed routine clerical duties such as data entry, mailings, answering phones and typing reports.

2001-2005 *Daniel Webster College, Head Volleyball Coach*

Organized and conducted structured team practices in preparation for games. Also, trained and instructed players on proper techniques and implementation of their skills.

2000-2001 *Kitchen Etc., Cashier/ Merchandiser*

Greeted customers as they entered the store and assisted in any manner necessary to insure customer's needs were met. Services included customer service, cashing customers out, merchandising and answering the phone.

1999-2001 *Esleeck Manufacturing Company, Secretary/ Clerical*

Completed multi-task assignments in the administrative assistant position. Accomplished several duties at once including data entry, answering telephones and professional client relations. Also, performed numerous skills such as balancing monthly books and fixed asset accounts and reviewing invoices.

2000 *University of Massachusetts, Work Environment Department*

Organized and analyzed data for an asthma study which was conducted by the university. Also structured tasks which were to be carried out within the department, including professional relations, answering phones, and various operations for a successful department.

Mary Mullen-LaValley

Objective

Acquisition of a teaching position that will render use of my talents and educational expertise as well as provide me with the opportunity to serve those in need of care and support.

Experience

Monadnock Family Services, Educator/Home Visitor 2006 – Present
Keene, NH

Provide education and home visiting services to young at-risk mothers in collaboration with the VNA at HCS Maternal Child Health Program. NH Certified education, K-5 (2009) and NH CAD Certified Advocate/Counselor, Domestic and Sexual Abuse (2006).

Westmoreland Elementary School/Middle School, Special Ed Teacher 1999 - 2006
Westmoreland, NH

Special education tutor, K-5 and 8, as well as continued education service contract (21 year old student). Provided differentiated, appropriate and motivated education techniques for various behavioral and emotional needs. Originated and implemented academic plans, individual and whole class.

New Hampshire Technical Institute, Public Relations Facilitator 1995 – 1996
Claremont, NH

Public Relations Facilitator of Adult Education

Bessie C. Rowell Elementary School, Kindergarten Teacher 1976 - 1978

Education

University of New Hampshire 1976
BA Elementary Education
Special education concentration

Keene State College **Currently Enrolled**
Masters of Education

Rebecca January

PROFESSIONAL EXPERIENCE

Home Healthcare Hospice & Community Services
Position: Home Visitor/ Parent Educator

Keene, NH
(January 2013 - Present)

- * Provide education on pregnancy, parenting, and child development.
- * Provide education on accessing and utilizing local resources for at risk families, including food, housing, and heating assistance.
- * Support clients with obtaining access to local resources.
- * Prepare education plan for each client visit.
- * Provide written documentation of each visit.
- * Maintain non-judgmental, healthy, and supportive relationships with clients.
- * Maintain confidentiality based on HIPPA laws.
- * Attend training seminars as necessary.

Monadnock Community Hospital
Position: Reception

Peterborough, NH
(January 2010 - March 2012)

- * Compile and record medical charts, reports, and correspondence, using typewriter or personal computer.
- * Maintain medical records, technical library and correspondence files.
- * Transmit correspondence and medical records by mail, e-mail, or fax.
- * Operate office equipment such as voice mail messaging systems, and use word processing, spreadsheet, and other software applications to prepare reports, invoices, financial statements, letters, case histories and medical records.
- * Greet visitors, ascertain purpose of visit, and direct them to appropriate staff.
- * Answer telephones, and direct calls to appropriate staff.
- * Perform various clerical and administrative functions, such as ordering and maintaining an inventory of supplies.
- * Receive and route messages and documents to appropriate staff.
- * Schedule and confirm patient diagnostic appointments.

Monadnock Family Services
Position: Children Intake Coordinator

Keene, NH
(June 2009 - January 2010)

- * Verify Insurance benefits, obtain, and maintain authorizations.

resume2014.txt

- * Set payment plan based on sliding fee scale.
- * Perform various clerical and administrative functions, such as ordering and maintaining an inventory of supplies.
- * Greet visitors, ascertain purpose of visit, and direct them to appropriate staff.
- * Interview patients to complete documents, case histories, and forms such as intake and insurance forms.
- * Maintain medical records, technical library and correspondence files.
- * Compile and record medical charts, reports, and correspondence, using typewriter or personal computer.
- * Answer telephones, and direct calls to appropriate staff.

Bard Chiropractic
Position: Chiropractic Assistant

Peterborough, NH
(June 2004 - June 2009)

- * Verify insurance coverage.
- * Perform various clerical and administrative functions, such as ordering and maintaining an inventory of supplies.
- * Greet visitors, ascertain purpose of visit, and direct them to appropriate staff.
- * Assist with physiological therapy.
- * Transcribe recorded messages and practitioners; diagnoses and recommendations into patients; medical records.
- * Compile and record medical charts, reports, and correspondence, using typewriter or personal computer.
- * Operate office equipment such as voice mail messaging systems, and use word processing, spreadsheet, and other software applications to prepare reports, invoices, financial statements, letters, case histories and medical records.
- * Answer telephones, and direct calls to appropriate staff.
- * Prepare correspondence and assist physicians or medical scientists with preparation of reports, speeches, articles and conference proceedings.
- * Interview patients to complete documents, case histories, and forms such as intake and insurance forms.
- * Obtain and maintain authorizations.
- * Maintain medical records, technical library and correspondence files.
- * Schedule and confirm patient diagnostic appointments, surgeries and medical consultations.
- * Perform bookkeeping duties, such as credits and collections, preparing and sending financial statements and bills, and keeping financial records.
- * Transmit correspondence and medical records by mail, e-mail, or fax.
- * Receive and route messages and documents such as laboratory results to appropriate staff.

EDUCATION

Conant High School
Diploma, June 1994

Jaffrey, NH

ADDITIONAL SKILLS

resume2014.txt

- * Ability to work well under pressure.
- * Ability to communicate well.
- * Ability to multi-task.
- * Interpersonl Skills

Rebecca Joki RN, MSN

Education

Master of Nursing, 2017
Southern New Hampshire University
On-line, Manchester, NH.

Bachelor of Science in Nursing, May 1999
Fitchburg State College
Fitchburg, Ma.

Experience

Pediatric Care Manager, October 2013-Present
Home Healthcare Hospice and Community Services
Keene, NH
Supervision of RNs, LPNs and LNAs in the Pediatric program. Manage each child's medical needs, scheduling and psych-social needs with a family-centered approach. Provide education and training for staff and families. Increased caseload by 150% in first year. Collaboration and patient care for Healthy Starts program.

Customized Care Clinical Manager, September 2009-October 2013
Home Healthcare Hospice and Community Services
Keene, NH
Supervision of RNs, LPNs, and LNAs in the Customized Care department as well as the Choices For Independence program. Responsible for the coordination of the Katie Beckett(pediatric) program.

Support Services Manager, May 2006-September 2009
Home Health Hospice & Community Services
Keene, NH.
Manage the Home Health Aids in the VNA, as well as the Choices For Independence program.

Registered Nurse, September 2001-May 2006
Home Health Hospice & Community Services
Worked in pediatric private duty. Also worked as substitute RN supervisor in private duty. Made routine VNA visits as well as assisted with telemonitoring installations.

RN/LNA supervisor, Sept 1999-Sept 2001
Cedarcrest Inc. Keene, NH.
Medication administration and treatments, assessments,
scheduled and supervised 2nd shift LNAs.

Medical Assistant/RN, Summer 1999
Dr. J. B. Krasner, Sudbury, MA.
General practice, assisted with the flow of the office.
Phlebotomy, intake and triage.

**Community
Activities:**

Cedarcrest Inc.
Board Member serving on the Quality committee
October 2016-present

New Hampshire Association for Infant Mental Health
Member 2016-current

Monadnock Center for Violence Prevention
Board Member serving on governance committee
May 2010-2016
Board Chair 2012, 2013

Sarah Davis

Case Manager - Easter Seals of New Hampshire

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A position within the field of art and design working within a team environment.

WORK EXPERIENCE

Case Manager

Easter Seals of New Hampshire - Keene, NH -

2015-12 - Present

Job Description: provide family-centered support services to families; identify potential resources for resolving clients' health, psychosocial, or financial problems; work directly with the Department for Children Youth and Families, CASA, and mental health agencies to coordinate care for the families; participate in interdisciplinary team meetings and trainings; create treatment plans, monthly reports and court reports.

Mental Health Worker

The Brattleboro Retreat - Brattleboro, VT -

2015-05 - 2015-12

Job Description: help meet the needs of children, adolescents and adults who have been hospitalized for mental health and addiction issues; provide direct supervision and patient support, engage patients in therapeutic activities, organize and run group programs.

Children's Case Manager

MFS in Keene - Keene, NH -

2010-06 - 2015-05

Job Description: provided community-based, family-centered support services to families; developed and facilitated services, partnered with community resources to address needs; consulted with community agencies and committees to identify potential resources for resolving clients' health, psychosocial, or financial problems; participated in interdisciplinary meetings.

Eighth-Grade Inclusion Tutor

SAU29 - Keene, NH -

2007-08 - 2010-08

Job Description: worked alongside students in the classroom, tutored them in academics and guided their behavior all within a team environment.

EDUCATION

BA in Sociology

Keene State College - Keene, NH

2001 - 2006

Associate in chemical dependency

Keene State College - Keene, NH

2002-01 - 2004-05

minor in art

Keene State College

SKILLS

published children's book illustrator and author, artist, specifically oil painting

PUBLICATIONS

My Boat and Me

<http://9780692929766>

ADDITIONAL INFORMATION

- 1 Dependable and organized; strong work ethic
- 2 Work well with others and independently
- 3 Great communication skills; personable
- 4 strong ability to multi task

Melinda Vonderhorst

P. O. Box 1253
Keene, NH 03431
603-313-2537
mdvond@yahoo.com

Work Experience

Home Healthcare, Hospice and Community Services, Keene NH, 2009-present

Registered Nurse Katie Becket Program: Provides skilled nursing care to medically-complex children in their home. Administers medications and treatments, documenting all assessed data. Communicates effectively with child's family and members of interdisciplinary team. Provides client and family education, taking time to listen and respond to questions and concerns with compassion.

Licensed Nursing Assistant, Customized Care & Katie Becket Program (2009-2014): Assisted with ADLs, nutrition and exercise. Worked under direct supervision of RN and part of interdisciplinary team that provided quality care to the client and their families.

Credentials/Education

- State of New Hampshire Licensed Registered Nurse, valid through 4/2020
- American Heart Association BLS for Healthcare Providers through 6/2019
- Bachelor of Science in Nursing, Southern New Hampshire University, Manchester, NH
Graduated May/2017
- Associate of Science in Nursing, River Valley Community College, Keene, NH
Graduated 5/2014 Magna Cum Laude

Other

Volunteer, 100 Nights Shelter Keene, NH 2015-2017

Register nightly guests. Assist manager with nightly tasks and provide support to shelter guests.

Volunteer, David's House Lebanon, NH 2000-2012

Hospitality Assistant: Welcome and acquaint guests with the house and its policies. Answer incoming calls. Provide emotional support to families.

Volunteer, Pregnancy Resource Center of the Monadnock Region
Keene, NH 2001-2012

Peer Counselor: Provide support for women and their partners facing unplanned pregnancy, Training in Parenting Series mentored classes, provides referrals to community agencies.

Member, Phi Theta Kappa Honor Society

Member, American Nursing Association and New Hampshire Nursing Association

Healthy Families America Program at Healthy Starts at VNA at HCS, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Penny Vaine	Program manager	\$59,085	75%	\$44,314
Staci Branon	Family Assessment Worker	\$34,663	1 hours per week of 30 hours week	\$1,155
Mary Mullen LaValley	Family Support Worker	\$39,390	50%	\$19,695
Rebecca (Becky) Landry	Family Support Worker	\$22,714	12 hours of 26 hour work week	\$12,489
Bekki Joki, RN	RN	\$69,830	1.25 hours per week	\$2,327
Mindy Vonderhorst,	RN	\$55,162	1.25 hours per week	\$1,839