



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4516 1-800-852-3345 Ext. 4516
Fax: 603-271-3827 TDD Access: 1-800-735-2964



Jeffrey A. Meyers
Commissioner

Marcella J. Bobinsky
Acting Director

April 25, 2016

Her Excellency, Governor Margaret Wood Hassan
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 exercise a renewal option to existing contracts with the vendors listed below for the provision of home visiting services to expectant women and newly parenting individuals by increasing the price limitation by \$1,432,180 from \$666,090 to \$2,098,270 and extending the contract completion date from June 30, 2016 to June 30, 2018, effective July 1, 2016 or date of Governor and Executive Council approval, whichever is later. Governor and Executive Council approved the original agreement on August 26, 2015 (item #13). 100% Federal Funds

Funds are anticipated to be available in the following account in State Fiscal Year 2017 and anticipated to be available State Fiscal Year 2018.

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

Table with 4 columns: Vendor, Budget, Increase/Decrease, Modified Budget. Rows include Community Action Partnership of Strafford Cty, Central New Hampshire VNA & Hospice, Child and Family Services of New Hampshire, The Family Resource Center at Gorham, TLC Family Resource Center (f/k/a Good Beginnings of Sullivan County), and a Total row.

FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to renew contract services with the five (5) vendors listed above for the provision of home visiting services that support pregnant women and their families through health and parenting education programs. Home visiting services are designed 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 that are provided to at-risk families.

The original agreements contain language that allow the Department to renew the contracts for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services, and approval from the Governor and Executive Council. The Department is in agreement with renewing services for two (2) of the three (3) years at this time.

The selected vendors have been providing home visiting services to pregnant women and newly parenting families with children up to the age of three (3). Nurses and family support workers visit families in their homes to provide educational information as well as conduct screenings for depression in the adults and developmental screening for the children. Home visiting services also connect families, as needed, with community services such as prenatal care, employment programs and the New Hampshire Tobacco Helpline. These vendors have developed collaborative referral networks that can provide new mothers and their families with additional assistance programs that ensure the healthy outcomes for both the mother and child(ren).

The vendors successfully fulfilled and achieved the performance measures in their original contracts. Vendors met a combined total of 75% of performance measures and are actively engaged in Continuous Quality Improvement activities, which include action plans for measures not met. Vendors are achieving rigorous accreditation standards from an evidence based model, which indicates sites are high performing and attaining the gold standard of service delivery. The vendors will ensure that the performance measures are achieved annually and monitored quarterly to measure the effectiveness of services.

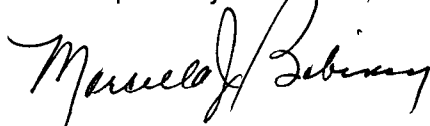
Should the Governor and Executive Council not approve this request, over 700 New Hampshire families may not receive home visiting services that provide education and access to resources necessary to raise children who are physically, socially, and emotionally healthy, which can reduce juvenile delinquency, family violence and crime.

Area Served: City of Manchester and the Counties of Coos, Carroll, Strafford, and Sullivan.

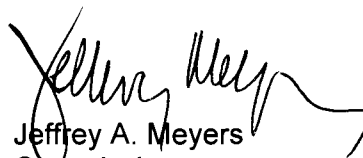
Source of Funds: 100% Federal Funds CFDA #93.505, U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), Maternal, Infant and Early Childhood Home Visiting Program; FAIN # X02MC26332 (July 1, 2015 through September 30, 2015); FAIN # X02MC27409 (October 1, 2015 through September 30, 2016); and FAIN #X02MC28234 (October 1, 2016 – September 30, 2017).

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

Respectfully Submitted,

  
Marcella Jordan Bobinsky  
Acting Director

Approved by:

  
Jeffrey A. Meyers  
Commissioner

**FISCAL DETAILS**

**Community Action Partnership of Strafford County - Vendor Code: 177200-B004**  
**642 Central Street, Dover, NH 03821**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Budget</b>	<b>Increase/ Decrease</b>	<b>Modified Budget</b>
2016	102-500731	Contracts for Program Services	90004104	\$181,137		\$181,137
2017	102-500731	Contracts for Program Services	90004104		\$181,137	\$181,137
2018	102-500731	Contracts for Program Services	90004104		\$181,137	\$181,137
			<b>Sub-Total:</b>	<b>\$181,137</b>	<b>\$362,274</b>	<b>\$543,411</b>

**Central New Hampshire VNA & Hospice – Vendor Code: 177244-B002**  
**780 North Main Street, Laconia, NH 03246**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Budget</b>	<b>Increase/ Decrease</b>	<b>Modified Budget</b>
2016	102-500731	Contracts for Program Services	90004104	\$83,270		\$83,270
2017	102-500731	Contracts for Program Services	90004104		\$83,270	\$83,270
2018	102-500731	Contracts for Program Services	90004104		\$83,270	\$83,270
			<b>Sub-Total:</b>	<b>\$83,270</b>	<b>\$166,540</b>	<b>\$249,810</b>

**Child & Family Services of New Hampshire – Vendor Code: 177166-B002**  
**PO Box 448, Manchester, NH 03105-0448**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Budget</b>	<b>Increase/ Decrease</b>	<b>Modified Budget</b>
2016	102-500731	Contracts for Program Services	90004104	\$205,756		\$205,756
2017	102-500731	Contracts for Program Services	90004104		\$255,756	\$205,756
2018	102-500731	Contracts for Program Services	90004104		\$255,756	\$205,756
			<b>Sub-Total:</b>	<b>\$205,756</b>	<b>\$511,512</b>	<b>\$717,268</b>

**FISCAL DETAILS (Cont.)**

**The Family Resource Center at Gorham – Vendor Code: 162412-B001  
123 Main Street, Gorham, NH 03581**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Budget</b>	<b>Increase/ Decrease</b>	<b>Modified Budget</b>
2016	102-500731	Contracts for Program Services	90004104	\$91,927		\$91,927
2017	102-500731	Contracts for Program Services	90004104		\$91,927	\$91,927
2018	102-500731	Contracts for Program Services	90004104		\$91,927	\$91,927
			<b>Sub-Total:</b>	<b>\$91,927</b>	<b>\$183,854</b>	<b>\$275,781</b>

**Good Beginnings of Sullivan County – Vendor Code: 170625-B001  
109 Pleasant Street, Claremont, NH 03743**

<b>Fiscal Year</b>	<b>Class</b>	<b>Title</b>	<b>Activity Code</b>	<b>Budget</b>	<b>Increase/ Decrease</b>	<b>Modified Budget</b>
2016	102-500731	Contracts for Program Services	90004104	\$104,000		\$104,000
2017	102-500731	Contracts for Program Services	90004104		\$104,000	\$104,000
2018	102-500731	Contracts for Program Services	90004104		\$104,000	\$104,000
			<b>Sub-Total:</b>	<b>\$104,000</b>	<b>\$208,000</b>	<b>\$312,000</b>
			<b>Total:</b>	<b>\$666,090</b>	<b>\$1,432,180</b>	<b>\$2,098,270</b>



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Home Visiting  
New Hampshire – Healthy Families Contract**

This 1st Amendment to the Home Visiting New Hampshire – Healthy Families Contract contract (hereinafter referred to as "Amendment #1") dated this 12<sup>th</sup> day of February, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Central New Hampshire VNA & Hospice (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 780 North Main Street, Laconia NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may, renew the Contract for up to three (3) additional years, by written agreement of the parties upon Governor and Executive Council approval; and

WHEREAS the parties agree to renew the contract for two years of the three year renewal option; and

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

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, to read:  
June 30, 2018
2. Form P-37, General Provisions, Block 1.8, to read:  
\$249,810
3. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 3, to read:  
Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibit B-1, Budget; Exhibit B-2, Amendment #1, Budget; Exhibit B-3, Amendment #1, Budget.
4. Add Exhibit B-2, Amendment #1, Budget
5. Add Exhibit B-3, Amendment #1, Budget

New Hampshire Department of Health & Human Services  
Home Visiting New Hampshire – Healthy Families



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

4/25/16  
Date

Marcella J. Bobinsky  
Brook Dupee Marcella J. Bobinsky  
Director, Acting

Central New Hampshire VNA & Hospice

2-26-2016  
Date

Jared Price  
NAME Jared Price  
TITLE Treasurer

Acknowledgement:

State of NH, County of Belknap on 2-26-2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Elizabeth C. Long  
Name and Title of Notary or Justice of the Peace



**New Hampshire Department of Health & Human Services  
Home Visiting New Hampshire – Healthy Families**



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

OFFICE OF THE ATTORNEY GENERAL

5/16/14  
Date

*Meagan A. Kelly*  
Name: *Meagan A. Kelly*  
Title: *Attorney*

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-2, Amendment #1, Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Central NH VNA & Hospice  
 Budget Request for: Home Visiting NH - Healthy Families America

Budget Period: 07/01/2016 to 06/30/2017

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 25,750.00	\$ -	\$ -	\$ -	\$ 25,750.00	\$ -	\$ 25,750.00
2. Employee Benefits	\$ 9,012.00	\$ -	\$ -	\$ -	\$ 9,012.00	\$ -	\$ 9,012.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ 650.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,848.00	\$ -	\$ -	\$ -	\$ 1,848.00	\$ -	\$ 1,848.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
12. Subcontracts/Agreements	\$ 37,540.00	\$ -	\$ -	\$ -	\$ 37,540.00	\$ -	\$ 37,540.00
13. Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HFA affiliation fee	\$ 1,550.00	\$ -	\$ -	\$ -	\$ 1,550.00	\$ -	\$ 1,550.00
HFA accreditation fee	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00
Overhead, admin & general	\$ 26,628.00	\$ -	\$ -	\$ 18,808.00	\$ -	\$ -	\$ 18,808.00
TOTAL	\$ 78,200.00	\$ 28,778.00	\$ 2,600.00	\$ 20,968.00	\$ 106,978.00	\$ 7,570.00	\$ 114,548.00
Indirect As A Percent of Direct							36.8%

Contractor Initials: *XP*  
 Date: 2-26-16



Exhibit B-3, Amendment #1, Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Central NH VNA & Hospice  
 Budget Request for: Home Visiting NH - Healthy Families America

Budget Period: 07/01/2017 to 06/30/2018

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 25,750.00	\$ -	\$ -	\$ -	\$ 25,750.00	\$ -	\$ 25,750.00
2. Employee Benefits	\$ 9,012.00	\$ -	\$ -	\$ -	\$ 9,012.00	\$ -	\$ 9,012.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ 650.00	\$ 650.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,848.00	\$ -	\$ -	\$ -	\$ 1,848.00	\$ -	\$ 1,848.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00
12. Subcontracts/Agreements	\$ 37,540.00	\$ -	\$ -	\$ -	\$ 37,540.00	\$ -	\$ 37,540.00
13. Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HFA affiliation fee	\$ 1,550.00	\$ -	\$ -	\$ -	\$ 1,550.00	\$ -	\$ 1,550.00
HFA accreditation fee	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00
Overhead, admin & general	\$ -	\$ 28,628.00	\$ -	\$ 18,608.00	\$ -	\$ 18,608.00	\$ 18,608.00
<b>TOTAL</b>	\$ 78,200.00	\$ 28,778.00	\$ 2,500.00	\$ 20,968.00	\$ 106,978.00	\$ 23,458.00	\$ 76,700.00
Indirect As A Percent of Direct		36.8%					

Contractor Initials: *JCP*  
 Date: *8-26-16*

CERTIFICATE OF VOTE

I, J. Kristen Gardiner, do hereby certify that:

- 1. I am duly elected Officer of Central New Hampshire VNA & Hospice
- 2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Trustees of Central New Hampshire VNA & Hospice duly held on April 22, 2015.

**RESOLVED:** That the President, Vice President, Secretary, Treasurer, Deputy Secretary or Deputy Treasurer are 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 26<sup>th</sup> day of February, 2016.

- 4. Jared Price is the duly elected Treasurer of the Agency.

[Signature]  
(Signature of the Director/Officer)

STATE OF NH  
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 26 day of February, 2016 by

J. Kristen Gardiner  
(Name of Elected Officer of the Agency)

Elizabeth C. Long  
(Notary Public - Justice of the Peace)

Notary Seal:

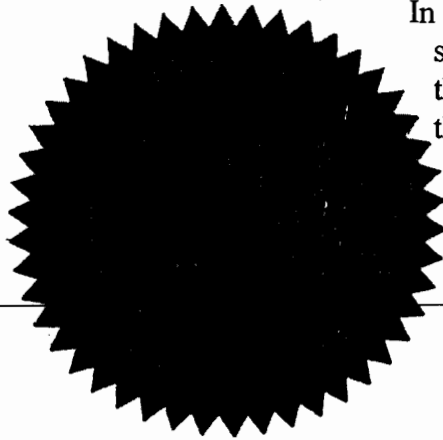


Commission Expires: \_\_\_\_\_

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 formed November 3, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22<sup>nd</sup> day of April, A.D. 2015

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

---

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

CENTR01

OP ID: BN

DATE (MM/DD/YYYY)

07/07/2015

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).

<b>PRODUCER</b> Melcher & Prescott-Laconia 426 Main Street Laconia, NH 03246	<b>CONTACT NAME:</b> _____
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____
<b>INSURED</b> Central NH VNA & Hospice David Emberley 780 North Main Street Laconia, NH 03246	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Cincinnati Insurance Company
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		HDP0000409	10/15/2013	10/15/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Hospice Professio					PERSONAL & ADV INJURY \$ 1,000,000
	GENTL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	HDP0000409	10/15/2013	10/15/2016	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				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**

HOMEV-1

Home Visiting New Hampshire  
 Healthy Families America  
 NH-DHHS  
 129 Pleasant Street  
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

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).

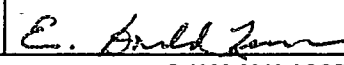
<b>PRODUCER</b> USI Insurance Svcs LLC, CL 3 Executive Park Drive, Suite 300 Bedford, NH 03110-0406 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 855 874-0123		FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Central New Hampshire VNA & Hospice 780 North Main Street Laconia, NH 03246	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Technology Insurance Company, I		42376
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

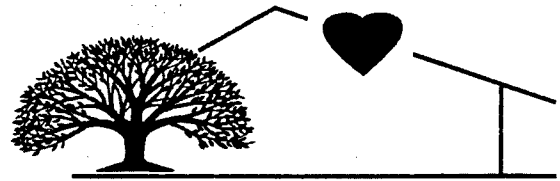
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> 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						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input 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						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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N <input type="checkbox"/> Y (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	BINDERTWC3423103	07/01/2015	07/01/2016	WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 This certificate covers all operations usual & customary to insureds business as a Home Healthcare & Hospice provider.

<b>CERTIFICATE HOLDER</b> Home Visiting New Hampshire Healthy Families America NH-DHHS 129 Pleasant St Concord, NH 03301-6504	<b>CANCELLATION</b> 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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Central New Hampshire  
VNA & Hospice

## Mission Statement

*Promoting dignity, independence and well-being  
through the delivery of quality home health, hospice  
and community-based care services.*

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Corporate Office  
780 N Main Street  
Laconia, NH 03246  
Tel: 603-524-8444 / 800-244-8549  
Fax: 603-524-8217

Wolfeboro Branch  
240 S Main Street  
PO Box 1620  
Wolfeboro, NH 03894  
Tel: 603-569-2729 / 888-242-0655  
Fax: 603-569-2409

CENTRAL NEW HAMPSHIRE VNA & HOSPICE  
AUDITED FINANCIAL STATEMENTS  
MARCH 31, 2015 AND 2014

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**BRAD BORBIDGE, P.A.**  
CERTIFIED PUBLIC ACCOUNTANTS  
197 LOUDON ROAD, SUITE 350  
CONCORD, NEW HAMPSHIRE 03301  

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TELEPHONE 603/224-0849  
FAX 603/224-2397

Independent Auditors' Report

Board of Directors  
Central New Hampshire VNA & Hospice  
Laconia, New Hampshire

We have audited the accompanying financial statements of Central New Hampshire VNA & Hospice, which comprise the balance sheets as of March 31, 2015 and 2014, 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 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

*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, 2015 and 2014, the results of its operations, changes in net assets, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, appearing to read "Dr. Dally".

Concord, New Hampshire  
June 24, 2015

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

BALANCE SHEETS

MARCH 31, 2015 AND 2014

ASSETS

	<u>2015</u>	<u>2014</u>
Current Assets:		
Cash and cash equivalents	\$ 1,379,206	\$ 1,398,179
Investments	1,150,375	1,097,953
Patient accounts receivable, less an allowance for uncollectible accounts of \$85,000 at March 31, 2015 and 2014	957,760	956,353
Other receivables	104,388	127,221
Other current assets	<u>169,714</u>	<u>131,402</u>
Total Current Assets	3,761,443	3,711,108
Assets limited as to use	6,172,050	5,487,278
Beneficial interest in perpetual trusts	140,737	137,994
Property and equipment, net	<u>605,955</u>	<u>595,604</u>
TOTAL ASSETS	<u>\$ 10,680,185</u>	<u>\$ 9,931,984</u>

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accounts payable and accrued expenses	\$ 128,735	\$ 132,667
Accrued payroll and related expenses	530,940	532,836
Deferred revenue	<u>370,800</u>	<u>389,883</u>
Total Current Liabilities	<u>1,030,475</u>	<u>1,055,386</u>
Net Assets:		
Unrestricted	9,484,235	8,709,068
Temporarily restricted	24,738	29,536
Permanently restricted	<u>140,737</u>	<u>137,994</u>
Total Net Assets	<u>9,649,710</u>	<u>8,876,598</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 10,680,185</u>	<u>\$ 9,931,984</u>

(See accompanying notes to these financial statements)

CENTRAL NEW HAMPSHIRE VNA & HOSPICE  
STATEMENTS OF OPERATIONS  
FOR THE YEARS ENDED MARCH 31, 2015 AND 2014

	2015	2014
Operating Revenue:		
Patient service revenue	\$ 7,213,475	\$ 7,530,614
Provision for bad debt	(23,433)	(10,001)
Net patient service revenue	7,190,042	7,520,613
Other operating revenue	405,201	546,864
Net assets released from restrictions for operations	5,783	1,260
Total Operating Revenue	7,601,026	8,068,737
Operating Expenses:		
Salaries and benefits	6,056,115	6,311,292
Other operating expenses	1,505,084	1,626,920
Depreciation	91,903	136,814
Total Operating Expenses	7,653,102	8,075,026
OPERATING LOSS	(52,076)	(6,289)
Nonoperating Gains:		
Contributions and fundraising, net	474,036	361,751
Investment income	134,524	111,345
Change in fair value of investments	218,683	587,499
Total Nonoperating Gains	827,243	1,060,595
EXCESS OF REVENUE OVER EXPENSES	\$ 775,167	\$ 1,054,306

(See accompanying notes to these financial statements)

CENTRAL NEW HAMPSHIRE VNA & HOSPICE  
STATEMENTS OF CHANGES IN NET ASSETS  
FOR THE YEARS ENDED MARCH 31, 2015 AND 2014

	2015	2014
Unrestricted Net Assets:		
Excess of revenue over expenses	\$ 775,167	\$ 1,054,306
Temporarily Restricted Net Assets:		
Contributions	985	3,826
Net assets released from restriction for health care services	(5,783)	(1,260)
Change in Temporarily Restricted Net Assets	(4,798)	2,566
Permanently Restricted Net Assets:		
Change in market value in beneficial interest in perpetual trusts held by others	2,743	8,989
Change in Net Assets	773,112	1,065,861
Net Assets, Beginning of Year	8,876,598	7,810,737
NET ASSETS, END OF YEAR	\$ 9,649,710	\$ 8,876,598

(See accompanying notes to these financial statements)

CENTRAL NEW HAMPSHIRE VNA & HOSPICE  
STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED MARCH 31, 2015 AND 2014

	2015	2014
Cash Flows From Operating Activities:		
Change in net assets	\$ 773,112	\$ 1,065,861
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	91,903	136,814
Bad debt expense	23,433	10,001
Recognized change in fair value of investments	(218,683)	(587,499)
Restricted contributions	(985)	(3,826)
Change in beneficial interest in perpetual trusts	(2,743)	(8,989)
(Increase) decrease in the following assets:		
Patient accounts receivable	(24,840)	(38,651)
Other receivables	22,833	553,704
Other current assets	(38,312)	10,616
Increase (decrease) in the following liabilities:		
Accounts payable	(3,932)	1,958
Accrued payroll and related expenses	(1,896)	26,647
Deferred revenue	(19,083)	(333,215)
Net Cash Provided By Operating Activities	600,807	833,421
Cash Flows From Investing Activities:		
Purchase of investments	(558,987)	(769,579)
Proceeds from investments	40,476	66,663
Capital expenditures, net	(102,254)	(109,374)
Net Cash Used By Investing Activities	(620,765)	(812,290)
Cash Flows From Financing Activities:		
Restricted contributions	985	3,826
Net (Decrease) Increase in Cash and Cash Equivalents	(18,973)	24,957
Cash and Cash Equivalents, Beginning of Year	1,398,179	1,373,222
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 1,379,206	\$ 1,398,179

(See accompanying notes to these financial statements)

CENTRAL NEW HAMPSHIRE VNA & HOSPICE  
NOTES TO FINANCIAL STATEMENTS  
MARCH 31, 2015 AND 2014

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Central New Hampshire VNA & Hospice, "the Association", is a non-stock, non-profit corporation organized in New Hampshire. The Association's primary purpose is to provide home care, hospice and young family services.

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 their tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax position and concluded that there is no unrelated business income or uncertain tax positions that require adjustment to the financial statements. Management believes the Association is no longer subject to income tax examinations for years prior to 2012.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, 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.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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.

Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Association analyzes its past history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of one year 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. The Association has not changed its methodology for estimating the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts at March 31, 2015 and 2014 follows:

	<u>2015</u>	<u>2014</u>
Balance, beginning of year	\$ 85,000	\$ 85,000
Provision	23,433	10,001
Write-offs	<u>(23,433)</u>	<u>(10,001)</u>
Balance, end of year	<u>\$ 85,000</u>	<u>\$ 85,000</u>



## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Assets Limited As To Use

Assets limited as to use include board-designated assets for future needs and donor restricted assets.

### 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; renewals and betterments are capitalized. Depreciation is computed using the straight-line method at rates intended to amortize the cost of the related assets over their estimated useful life of each class of depreciable asset.

### 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. Temporarily restricted net assets amounted to \$24,738 and \$29,536 at March 31, 2015 and 2014, respectively.

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 trust.

### Patient Service Revenue

Standard charges for services to all patients are recorded as revenue when services are rendered. 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.

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Donor Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. 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 is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

### Excess of Revenue over Expenses

The Statements of Operations reflect the excess of revenue over expenses. Changes in unrestricted net assets, which are excluded from the excess of revenue over expenses, consistent with industry practice, contributions of long-lived assets (including assets acquired using contributions which, by donor restriction were to be used for the purposes of acquiring such assets).

## NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE

Investments, including assets limited as to use, are stated at fair value and consist of the following at March 31, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 1,365,749	\$ 916,096
Debt Instruments:		
Corporate	394,196	431,343
Mutual funds:		
Equity funds	1,965,312	3,089,325
Fixed income funds	2,661,882	944,191
International equity funds	935,286	1,204,276
Beneficial interest in perpetual trusts	<u>140,737</u>	<u>137,994</u>
Total investments	<u>\$ 7,463,162</u>	<u>\$ 6,723,225</u>

NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE (CONTINUED)

Investments and assets limited as to use consisted of the following at March 31, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Current Assets:		
Investments	\$ 1,150,375	\$ 1,097,953
Long-term Assets:		
Assets limited as to use:		
Board designated:		
Operating reserve	2,033,060	2,038,928
Contribute to operating budget	1,964,252	2,068,814
IT special projects	900,000	300,000
Strategic mission	500,000	300,000
Workforce development	300,000	300,000
Mission enhancement	250,000	250,000
Community initiatives	<u>200,000</u>	<u>200,000</u>
Total board designated	6,147,312	5,457,742
Donor restricted	<u>24,738</u>	<u>29,536</u>
Total assets limited as to use	6,172,050	5,487,278
Beneficial interest in perpetual trusts	<u>140,737</u>	<u>137,994</u>
Total	<u>\$ 7,463,162</u>	<u>\$ 6,723,225</u>

Cash and cash equivalents included in investments are not considered cash and cash equivalents for cash flow purposes.

Financial accounting standards have established a valuation hierarchy for disclosure of the inputs to valuation used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows:

- Level 1 inputs - quoted prices traded daily in active markets.
- Level 2 inputs - other than quoted prices for active markets that are traded less frequently than daily.
- Level 3 inputs - unobservable inputs.

The fair value of all of the Association's investments are measured on a recurring basis using level 1 inputs with the exception of the beneficial interests in perpetual trusts which is measured at level 3 inputs and is based on fair market value represented by the trust administrators.

NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE (CONTINUED)

The following table sets forth a summary of the change in the fair value of the level 3 beneficial trust investments held by others for the period ended March 31, 2015 and 2014.

Balance, March 31, 2013	\$ 129,005
Investment income	14,867
Distributions	(5,014)
Fees	<u>(864)</u>
Balance, March 31, 2014	\$ 137,994
Investment income	9,097
Distributions	(5,458)
Fees	<u>(896)</u>
Balance, March 31, 2015	<u>\$ 140,737</u>

Investment income and gains on investments and cash equivalents, for the periods ended March 31, 2015 and 2014 consisted of the following:

	<u>2015</u>	<u>2014</u>
Unrestricted net assets:		
Interest and investment income	\$ 134,524	\$ 111,345
Change in fair value of investments	<u>218,683</u>	<u>587,499</u>
Total unrestricted activity	353,207	698,844
Restricted net assets:		
Change in fair value of beneficial trusts held by others	<u>2,743</u>	<u>8,989</u>
Total	<u>\$ 355,950</u>	<u>\$ 707,833</u>

### NOTE 3 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of property and equipment at March 31, 2015 and 2014 follows:

	<u>2015</u>	<u>2014</u>
Land	\$ 62,000	\$ 62,000
Building	661,598	661,598
Furniture and equipment	<u>1,744,855</u>	<u>1,716,501</u>
Total	2,468,453	2,440,099
Less, accumulated depreciation	<u>1,862,498</u>	<u>1,844,495</u>
Property and equipment, net	<u>\$ 605,955</u>	<u>\$ 595,604</u>

### NOTE 4 LINE OF CREDIT

The Association has a \$500,000 line of credit with a local bank, payable on demand. The line of credit is secured by all corporate assets with interest at 0.75% over the Wall Street Journal's prime rate (4.00% at March 31, 2015). There was no outstanding balance at March 31, 2015 and March 31, 2014.

### NOTE 5 PATIENT SERVICE REVENUE

Patient service revenue provided for the period ended March 31, 2015 and 2014 follows:

	<u>2015</u>	<u>2014</u>
Medicare	\$ 5,976,483	\$ 6,316,920
Medicaid	277,109	293,154
Other third-party payers	930,967	862,935
Private pay	<u>28,916</u>	<u>57,605</u>
Total	<u>\$ 7,213,475</u>	<u>\$ 7,530,614</u>

#### NOTE 5 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 patient service revenues 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.

#### NOTE 6 FUNCTIONAL EXPENSES

The Association provides various services to residents within its geographic location. Expenses related to providing these services for the periods ended March 31, 2015 and 2014 are as follows:

	<u>2015</u>	<u>2014</u>
Program services	\$ 6,752,538	\$ 7,148,631
Administrative and general	800,800	825,922
Fundraising	<u>99,764</u>	<u>100,473</u>
Total	<u>\$ 7,653,102</u>	<u>\$ 8,075,026</u>

#### NOTE 7 RETIREMENT PLAN

The Association maintains a defined contribution retirement plan. The Association contributed \$140,260 and \$146,961 for the years ended March 31, 2015 and 2014, respectively.

#### NOTE 8 CONCENTRATION OF RISK

The Association has cash deposits in a major financial institution in excess of \$250,000, which exceed federal depository insurance limits. The financial institution has a strong credit rating and management believes the credit risk related to these deposits is minimal. The Association has a collateralized deposit agreement with Bank of New Hampshire for cash deposits in excess of federal depository insurance limits.

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At March 31, 2015 and 2014, Medicare represented 73% and 74% respectively, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

#### NOTE 9 MALPRACTICE INSURANCE

The Association insures its malpractice risks on an occurrence basis. There were no known malpractice claims outstanding at March 31, 2015 and 2014, nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on an occurrence basis and anticipates that such coverage will be available.

#### NOTE 10 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through June 24, 2015, which is the date the financial statements were available to be issued.

CENTRAL NEW HAMPSHIRE VNA & HOSPICE  
BOARD OF TRUSTEES 2014-2015

William "Bill" Schwidder, President	Retired Businessman
Susan John, CFP, Vice President	Certified Financial Planner
Fredda Osman, Secretary	Community Representative
Jared Price, Treasurer	Financial-Bank of NH
Rev. Gina Finocchiaro	Reverend
J. Kristen Gardiner	Attorney
Teresa Haley	Registered Nurse
Kevin Irish	IT Professional, LRGH
William (Bill) Johnson	Retired: Investment Banking; Educator; Legislator; Non-profit Management
Mike Lavelle	Certified Computer Solutions
Barbara Lobdell	Community Representative
Chief Leonard J. Wetherbee Jr.	Chief of Police, Moultonborough



## VITAE

**Name:** Margaret Franckhauser

### *Education*

<b>Institution</b>	<b>Degree</b>	<b>Major</b>	<b>Year</b>
University of North Carolina at Chapel Hill	MPH	Health Policy & Administration	1996
University of Maryland, Baltimore	MS	Primary Care Nursing (NP)	1983
Catholic University	BSN	Nursing	1978

**Present Position:** Chief Executive Officer, Central New Hampshire VNA & Hospice, Laconia, NH 1996 – present (formerly known as Community Health & Hospice)

### *Previous Experience*

**Associate Director**, Community Health & Hospice, Inc., Laconia, NH, September 1996 - October 1997.

**Nurse Practitioner**, Belknap Family Health Center/LRGHealthcare Practice Affiliates, September 1985 - 2005.

**Director of Ambulatory Programs**, Lakes Region General Hospital, Laconia, NH, August 1990 - February 1995.

**Program Chief and TB Control Officer**, Communicable Disease, Epidemiology/District Epidemiology, NH Division of Public Health Services, Bureau of Disease Control, April 1988 - August 1990.

**Nurse Consultant**, NH Division of Public Health Services, Bureau of Maternal and Child Health, March 1986 - April 1988.

**Nurse Practitioner/Clinic Administrator**, US Public Health Service, National Health Service Corps, assigned to Swan Quarter, NC, October 1983 - August, 1985.

**Nurse Practitioner**, Gynecology Associates, P.A., Anderson, SC, August 1982 - August 1983.

**Registered Nurse**, Home Visiting, Baltimore Home Health, Timonium, MD, February 1981 - July 1982 (part-time).

**Registered Nurse**, Home Visiting, VNA of Metropolitan Washington, Washington, DC, September 1979 - August 1980.

**Registered Nurse**, Children's Hospital National Medical Center, Washington, DC, August 1978 - September 1979.

**Lectures/Seminars (examples):**

- *Overview of VRE/MRSA* – delivered to professional audience, May 6, 1997 & sponsored by the State of NH, Bureau of Disease Control.
- *Women and Heart Disease*, March 1995, Mud Symposium, Laconia, NH.
- *Tuberculosis Update*, October 1995, University of NH Nursing Seminar.
- *Communicable Disease Update*, November 1995, NH Technical Institute Nursing Seminar, Concord, NH.
- *Tuberculosis Update for the 90s*, November 1994, St. Anselm College Seminar, Lincoln, NH.
- *Tuberculosis in the 90s*, October 1992, NH Society of Physicians' Assistants' Seminar, Portsmouth, NH.
- *Tuberculosis in the 1990s*, New England College Health Association Seminar, October 1992, Providence, RI.

**Professional Organizations/Affiliations:**

- NH Nurse Practitioner Association
- Sigma Theta Tau (National Honor Society of Nursing)
- American Public Health Association

**Committees and Boards:**

- Endowment for Health, Board Member & Board Secretary, 2009 - present
- NH Board of Nursing, Vice Chair, 1996 – 2004
- Joint Health Council (statutory committee determining nurse practitioner prescribing in the state of NH), 1996-2000
- Adult Coverage Committee (Health Insurance research committee), 2000 – present
- ~~NH Tuberculosis Advisory Committee, 1996 – present~~
- NH Family Planning Advisory Committee, 1992-1996
- Governor's Task Force on Adult Health Insurance Coverage, 2000 – present
- Newborn Metabolic Screening Committee, October 2002 – present
- Foundation for Healthy Communities Board of Directors, November 2002 - 2011

**License:**

Licensed as a Registered Nurse and as a Nurse Practitioner in the state of NH.

**Publications:**

- Tuberculosis in the 1990s, *Nurse Practitioner Forum*, 4(1), March 1993.

## Schelley Rondeau

Central New Hampshire VNA and Hospice  
[srondeau@centralvna.org](mailto:srondeau@centralvna.org)

### EXPERIENCE

#### **MCH Coordinator/Pediatric Program Manager** *Central NH VNA and Hospice*

2010-current

Responsible for pediatric program administration and coordination as well as case management and home visiting according to MCH contract guidelines Responsible for implementation of the Healthy Families of America Program in Carroll County starting in 2011 to current

#### **Home Health Nurse/Maternal Child Health Nurse**      1997-2010 *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 - 1997 *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*      1991-1995  
*Republic of Panama*

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

Certified in Growing Great Kids Program 2015

Helen Rautenberg

EDUCATION

<b>Associate Degree in Early Childhood Education</b>	1997-2000
<i>College for Lifelong Learning</i>	<i>Rochester, NH</i>
Graduated with 4.0 GPA	
<b>Certified in Parents As Teachers Curriculum</b>	2002-current
<b>Certified in Growing Great Kids Curriculum</b>	2015
<b>Continuing education &gt;20 hours annually in job related areas</b>	

EXPERIENCE

<b>Parenting Educator/ Home Visitor</b>	1998-current
<i>Wolfeboro Area Children's Center in partnership with</i>	
<i>Central NH VNA/Hospice and Healthy Families America</i>	<i>Wolfeboro, NH</i>

Home visiting to include parenting skills, child development, prenatal and child health, self-sufficiency skills, and referral to appropriate resources.

Facilitation of family support groups and activities

Additional job duties include providing infant/toddler classroom coverage and preschool music instruction

<b>Childcare Worker</b>	1993-1998
<i>Wolfeboro Area Children's Center</i>	

Childcare and Developmental Education in a group daycare setting

<b>Special Education Aide</b>	1987-1993
<i>AGH Associates@ Carpenter School Wolfeboro, NH</i>	

One on one aide for severe and profound multi-handicapped students grades K-six

# 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 & Developmental 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:

2014-Present

Children Unlimited, Inc.

- Subcontractor for Healthy Families America (Central NH VNA & Hospice)
- Home visitor
- Parent education and Parenting skills training
- Family Outreach and Care Coordination
- Preschool Enrichment Teacher
- Head of Developmental Childcare Program

2000-2014

Children Unlimited, Inc.

- Preschool Teacher (Inclusive Classroom)
- Develop and implement classroom structure and daily routines and activities
- Daily communication with regular and special education professionals, and parents; and documentation of activities
- Head of Developmental Childcare Program
- Family Support Provider
- Home-based education & therapy program for severely developmentally disabled for 4 year old multi-handicapped child (visual impairment, cerebral palsy; nonverbal)
  - Responsibilities as an individual aide implementation of IEP goals and objectives including motor programs, visual skills, oral stimulation, self-feeding skills, and socialization experiences

**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 5<sup>th</sup> through 8<sup>th</sup> 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

**OTHER WORK EXPERIENCE:**

**1996-1999**

Nine West & Co.  
Settlers Green, Conway, NH  
(Summer employment)

**CERTIFICATIONS:**

**2014-2015**

**March, 2015:** "Growing Great Kids" (Evidence-based Parent Education Curriculum)

**September, 2014:** Healthy Families America Training; "Parents As Teachers" Curriculum

**August, 2014:** American Heart Association First Aid, Infant & Child CPR; Water Safety Instructor (WSI)

**June, 2014:** Healthy Families America Core Training

**WORKSHOPS:**

**2012-2015**

- Integrated Strategies for Home Visiting
- Healthy Home/One Touch
- Bringing the Protective Factors to Life: Face to Face Training
- Watch Me Grow Stakeholders Meeting
- 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

**STRENGTHS:**

Independent worker, knowledge of early childhood development, knowledge of strengthening families' approach, breastfeeding, relates well to parents, empathic and patient, active listener, very personable

**REFERENCES:**

Schellely Rondeau, R.N.  
Central NH VNA & Hospice Program  
Wolfeboro, NH  
(603) 998-0620

JoAnn Kelly, M.S., C.C.C., SLP  
P.O. Box 37, Eaton, NH 03832  
(603) 662-5753

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
Margaret Franckhauser	Chief Executive Officer	N/A	0%	Not paid under this grant.
Schellee Rondeau	Program Manager	\$60,528	40%	\$24,000

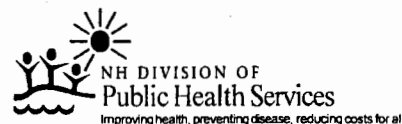




STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

Marcella Jordan Bobinsky
Acting Director

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

G&C Approved
July 20, 2015
Date 8/26/15
Item # 13

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a retroactive agreement with the vendors listed below for the provision of home visiting services to expectant women and newly parenting individuals in an amount not to exceed \$666,090, retroactive to July 1, 2015 through June 30, 2016, effective upon Governor and Executive Council approval. 100% Federal Funds

Table with 4 columns: Vendor, Vendor Code, Address, Amount. Lists vendors like Community Action Partnership of Strafford County, Central New Hampshire VNA & Hospice, etc.

Funds are anticipated to be available in the following account in State Fiscal Year 2016, pending legislative approval of the next biennial budget.

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

Summary table with 5 columns: SFY, Class, Title, Activity Code, Amount. Shows total amount of \$666,090.

EXPLANATION

This request is retroactive because the proposal review team requested additional information from the vendors, which delayed the receipt of the correctly executed contract documents in time for the June 24, 2015 Governor and Executive Council meeting. Retroactive approval is needed in order to avoid a disruption in services to vulnerable families.

The purpose of this request is to enter into agreements with the five (5) vendors listed above for the provision of home visiting services that support pregnant women and their families through health and parenting education programs. Home visiting services are designed 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.

The selected 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.

These vendors have been providing home visiting services for the past four (4) years in the City of Manchester, Coos County, Carroll County, Strafford County and Sullivan County. They have developed collaborative referral networks, which can provide new mothers and their families with additional assistance programs.

A Request for Proposal was posted on the Department's website on April 1, 2015 through May 1, 2015. Five (5) proposals were received. A team of individuals with extensive program knowledge reviewed the proposals. All five (5) vendors were selected. The bid summary is attached. The Department anticipates the release of another Request for Proposals to meet the need for these services in other parts of the state at a later date.

The agreements contain language that allows the Department to renew the contracts for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval from the Governor and Executive Council.

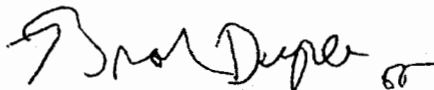
Should the Governor and Executive Council not approve this request, over 700 New Hampshire families may not receive the proper education and access to resources necessary to raise children who are physically, socially and emotionally healthy, which can reduce juvenile delinquency, family violence and crime.

Area Served: City of Manchester and the Counties of Coos, Carroll, Strafford and Sullivan.

Source of Funds: 100% Federal Funds CFDA #93.505, U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA); FAIN # X02MC26332 (July 1, 2015 through September 30, 2015) FAIN # X02MC27409 (October 1, 2015 through June 30, 2016)

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

Respectfully Submitted,



Marcella Jordan Bobinski  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner



**New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet**

Home Visiting NH – Healthy Families  
America

RFP #16-DHHS-DPHS-MCH-03

RFP Name

RFP Number

**Bidder Name**

1. Community Action Partnership of Strafford County
2. Central New Hampshire VNA & Hospice
3. Child & Family Services of NH
4. Good Beginnings of Sullivan County
5. The Family Resource Center

Pass/Fail	Maximum Points	Actual Points
	235	199
	235	176
	235	195
	235	205
	235	174

**Reviewer Names**

1. Erica Proto, Prog Planner, DPHS, Tech
2. Rhonda Siegel, Admin II, DPHS, Tech
3. Albert Willis, Prog Spclst, DPHS, Tech
4. Ellen Chase-Lucard, Admin II, DPHS, Cost
5. Dolores Cooper, Admin II, DPHS, Cost
- 6.
- 7.


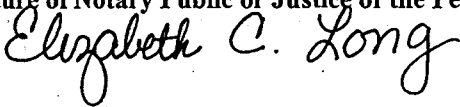


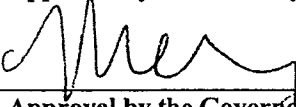
Subject: Home Visiting New Hampshire - Healthy Families America

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Central New Hampshire VNA & Hospice		<b>1.4 Contractor Address</b> 780 North Main Street Laconia, NH 03246	
<b>1.5 Contractor Phone Number</b> 603-524-8444	<b>1.6 Account Number</b> 05-95-90-902010-5896	<b>1.7 Completion Date</b> June 30, 2016	<b>1.8 Price Limitation</b> \$83,270
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> William Schwidder, President of Board	
<b>1.13 Acknowledgement: State of <u>NH</u>, County of <u>Belknap</u></b> On <u>7/8/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Elizabeth C. Long, Notary			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brock Dupre / Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. York - Attorney On: <u>8/2/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

**5. CONTRACT PRICE/PRICE LIMITATION/  
PAYMENT.**

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

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

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

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

**7. PERSONNEL.**

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: WCS  
Date: 7/8/15

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A Scope of Services

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### 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. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will 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/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number, title, total award amount and percentage financed with nongovernmental sources). This information or content and 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."

### 2. Scope of Work

- 2.1 The Contractor shall provide home visiting services to pregnant women and newly parenting families with children up to the age three (3) in Carrol County to improve health and development outcomes for at-risk children through evidence-based home visiting programs, with priority given to individuals who:
  - 2.1.1 Are first time mothers.
  - 2.1.2 Have low incomes.
  - 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 abuse or need substance abuse 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.





## Exhibit A Scope of Services

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- 2.1.9 Are in families that include individuals who are serving or have formerly served in the armed forces, including such families that have members of the armed forces who have had multiple deployments outside of the United States.
- 2.2 The Contractor shall accept referrals from the White Mountain Community Health Center and Northern Women's Services for home visiting services. The Contractor shall:
  - 2.2.1 Prioritize referrals according to HFA standards, with priority given to families who have three (3) to five (5) defined risk factors.
  - 2.2.2 Meet with referral sources every two (2) weeks to obtain information regarding potential participants.
  - 2.2.3 Be available to meet with program participants at either:
    - 2.2.3.1 One of their prenatal appointments.
    - 2.2.3.2 One of their Women, Infants, children (WIC) appointments for an initial assessment.
  - 2.2.4 Accept referrals from other referral sources, as appropriate.
- 2.3 The Contractor shall maintain enrollment at a minimum of 85% capacity, through monthly reviews of caseloads. The Contractor shall:
  - 2.3.1 Review the capacity report on a monthly basis.
  - 2.3.2 Implement strategies around outreach when enrollment rates fall below 85% capacity.
- 2.4 The Contractor shall ensure program staff establish a relationship with each family in order to keep families interested and connected over time. The Contractor shall:
  - 2.4.1 Provide flexible service delivery, including late afternoon and early evening visits for families who have no other option but to meet during those times.
  - 2.4.2 Foster respectful partnerships between parents and home visitors.
  - 2.4.3 Engage all family members and promote the involvement of all family members. Engagement shall include incentives for reaching family goals set in response to Section 2.7.2.
  - 2.4.4 Remain consistent with visits and supports, in order to build on existing strengths while encouraging and coaching families to build on skills, including but not limited to communication skills that are needed for self-sufficiency and to advocate for their children.
- 2.5 The Contractor shall provide home visiting services that include home visits by nurses during the prenatal and post-partum periods. The Contractor shall ensure the nurse:



## Exhibit A Scope of Services

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- 2.5.1 Conducts one home visit per trimester in order to focus on specific pregnancy health issues to ensure the mother's understanding of:
  - 2.5.1.1 All health and nutritional recommendations.
  - 2.5.1.2 Signs and symptoms of premature labor.
  - 2.5.1.3 The effects of harmful substances including, but not limited to, tobacco, alcohol, and drugs, on the unborn child.
  - 2.5.1.4 Risk factors including but not limited to:
    - 2.5.1.4.1 History of depression.
    - 2.5.1.4.2 Symptoms of postpartum depression.
  - 2.5.1.5 Importance of receiving early treatment for depression.
- 2.5.2 Conducts one (1) nurse visit within two (2) weeks of the baby's birth in order to conduct a maternal and newborn health assessment, which includes, but is not limited to:
  - 2.5.2.1 The Edinburgh screening for postpartum depression
  - 2.5.2.2 Assessment of breastfeeding success, as applicable.
- 2.5.3 Conducts a minimum of two (2) additional visits prior to the baby turning one, which will focus on:
  - 2.5.3.1 The maternal-infant attachment.
  - 2.5.3.2 Family planning.
  - 2.5.3.3 Child health and safety issues, including but not limited to, well-child visits and immunizations.
- 2.5.4 Administers the Edinburgh screening at regular intervals, which may be administered by either the nurse or home visitor staff:
  - 2.5.4.1 No later than the fourth (4<sup>th</sup>) home visit after enrollment.
  - 2.5.4.2 Between the sixth (6<sup>th</sup>) and eighth (8<sup>th</sup>) week postpartum.
- 2.6 The Contractor shall collaborate with families to ensure participation based on parent availability. The Contractor shall:
  - 2.6.1 Explain the HFA level system to families at enrollment, emphasizing the first six (6) months of involvement with a family, after a baby's birth, is critical for:
    - 2.6.1.1 Parent-infant relationship development.
    - 2.6.1.2 Newborn care and safety.
    - 2.6.1.3 Adjustment to parenthood.
- 2.7 Provide home visiting services in accordance with HFA Best Practice Standards. The Contractor shall:



## Exhibit A Scope of Services

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- 2.7.1 Create Family Goal Plans with the family that show family-identified measurable goals broken down into small steps.
- 2.7.2 Work to attain HFA Accreditation. The Contractor shall:
  - 2.7.2.1 Complete Step 2 – The Site Visit in the Accreditation process by January 1, 2016 and submit a copy of the Accreditation Site Visit Report (SVR) to MCH.
  - 2.7.2.2 Complete Step 3 – Response Period in the Accreditation process within the time period indicated in the Accreditation SVR and submit a copy of final approval by HFA to MCH.
- 2.7.3 Implement, at minimum, one of the following curricula for home visits:
  - 2.7.3.1 Parents as Teachers (PAT) as an annually trained approved user.
  - 2.7.3.2 Growing Great Kids (GGK) with certification training.
- 2.7.4 Coordinate with other local service providers including health care providers, social workers and early interventionists, other home visiting and family support services.
- 2.7.5 Ensure the twelve (12) critical elements that make up the essential components of the Healthy Families America Model (HFA) are addressed in agency policies.
- 2.8 The Contractor shall provide case management services, which shall include, but is not limited to:
  - 2.8.1 Entering participant health data into the Home Visiting Data System (ETO).
  - 2.8.2 Documenting case notes for all home visits.
  - 2.8.3 Making referrals to other agencies, as appropriate.
  - 2.8.4 Following up on referrals to other agencies.
- 2.9 The Contractor shall develop a broad-based advisory group with a variety of stakeholders to collect input that will assist with the planning, implementation and assessment of sit-related activities.
- 2.10 The Contractor shall develop a release of information authorization form for Department approval. The Contractor shall:
  - 2.10.1 Ensure the Department-approved release of information authorization form is properly executed by program participants and maintained in the client's case file.
  - 2.10.2 Maintain the release of information authorization form in the client file in accordance with federal regulations and state laws.
- 2.11 The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation. The Contractor shall:



## Exhibit A Scope of Services

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- 2.11.1 Utilize staff and family surveys to solicit feedback on programs and services offered.
- 2.11.2 Review program files on a quarterly basis to determine whether each family is receiving the appropriate level of services, in accordance with the HFA model.
- 2.11.3 Evaluate the progress of program participant, performance of programs and services provided on a quarterly basis.

### 3. Staffing

- 3.1 The Contractor shall hire staff in accordance with the HFA Best Practice Standards. The Contractor shall providing staff training that includes, but is not limited to:
  - 3.1.1 Cultural Competency.
  - 3.1.2 Reporting Child Abuse.
  - 3.1.3 Home Safety.
  - 3.1.4 Substance Abuse.
  - 3.1.5 Managing Crisis Situations.
  - 3.1.6 Domestic Violence.
  - 3.1.7 Responding to Mental Health.
  - 3.1.8 Drug-exposed infants.
  - 3.1.9 Community services availability.
- 3.2 The Contractor shall ensure staff receive supervision in accordance with the requirements of the HFA Best Practice Standards, including, but not limited to:
  - 3.2.1 Weekly individual supervision that includes, but is not limited to::
    - 3.2.1.1 Case management discussions that concern current caseloads.
    - 3.2.1.2 Reflective and clinical supervision discussions that will enhance services to program participants.
  - 3.2.2 Team meetings that shall be conducted every other month to review program data and program goals and needs.
- 3.3 The Contractor shall ensure direct service staff supervisors and program managers meet the minimum qualifications outlined in the HFA Best Practice Standards.
- 3.4 The Contractor shall ensure Registered Nurses (RN's) have a minimum of two (2) years of maternal and child health nursing experience and are currently licensed to practice in accordance with RSA 326-B.
- 3.5 The Contractor shall ensure staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, which shall include but not be limited to:



## Exhibit A Scope of Services

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- 3.5.1 Maternal Child Health (MCH) Agency Directors' Meetings.
- 3.5.2 MCH Home Visiting Meetings.
- 3.5.3 MIECHV Staff Training.
- 3.5.4 MCH Home Visiting CQI coaching calls.

### 4. Reporting Requirements

- 4.1 The Contractor shall provide a monthly caseload analysis report for each individual staff member who provides home visits.
- 4.2 The Contractor shall submit data reports using form Exhibit A-1 on a quarterly basis, detailing action plans for improvement to meet unmet targets for the performance measures outlined in Exhibit A-2, Performance Measures.
- 4.3 The Contractor shall provide a narrative report that includes, but is not limited to:
  - 4.3.1 Highlights of program activities conducted.
  - 4.3.2 Goals for the following quarter.
  - 4.3.3 Goals met for the previous quarter.
- 4.4 The Contractor shall complete and submit Exhibit A-1, Reports on an annual basis, detailing action plans for improvement to meet the performance measures outlined in Exhibit A-2, Performance Measures along with a narrative that includes, but is not limited to:
  - 4.4.1 Information regarding accomplishments and challenges for the program.
  - 4.4.2 Systemic barriers.
  - 4.4.3 Action plans to address barriers.
  - 4.4.4 Family satisfaction survey results that demonstrate a minimum of eighty (80) percent rating of consumer satisfaction each year.
- 4.5 The Contractor shall complete three (3) quarterly reports and one (1) annual report as described in Section 4, Reporting, according to the following schedule:

- 4.5.1 Quarter 1, July – September DUE 10/15/2015
- 4.5.2 Quarter 2, October – December DUE 1/15/2016
- 4.5.3 Quarter 3, January – March DUE 4/15/2016
- 4.5.4 Annual, July – June DUE 7/15/2016

### 5. Deliverables

- 5.1 The Contractor shall complete and submit the Inputs, Activities, and Evaluation sections of Exhibit A-1 within thirty (30) days from the contract effective date.
- 5.2 The Contractor shall maintain an HFA capacity of 85% or higher based on the number of Home Visitors included in the staffing plan.
- 5.3 The Contractor shall complete a minimum of three (3) nurse visits after a baby's birth prior to the baby's first (1<sup>st</sup>) birthday



## Exhibit A Scope of Services

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- 5.4 The Contractor shall ensure each pregnant program participant receives a minimum of one (1) nurse visit per trimester.
- 5.5 The Contractor shall submit the release of information authorization form in Section 2.10 to the Department for approval within ten (10) business days from the contract effective date.
- 5.6 The Contractor shall attend 100% of meetings, as described in Section 3.5 or submit an action plan describing the reason for absence and a plan to obtain the information/materials presented at the missed meeting.

**Exhibit A-1  
Maternal and Child Health Title V  
Home Visiting NH-Healthy Families America Report**

AGENCY NAME: \_\_\_\_\_ SERVICE AREA: \_\_\_\_\_

REPORT COMPLETED BY: \_\_\_\_\_  Quarterly Report  Annual Report

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 between 6-8 weeks postpartum.	
	EVALUATION ACTIVITIES	SFY 16 Target <u>70%</u>  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-1**  
**Maternal and Child Health Title V**  
**Home Visiting NH-Healthy Families America Report**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
	<p align="center"><b>EVALUATION ACTIVITIES</b></p>	<p>Performance Measure #2 (HFA Standard 3-4.A):</p> <p>Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline.</p> <p>SFY 15 Actual is baseline</p>	
		<p>Quarter 1 (July - September)</p> <p>NUMERATOR _____</p> <p>DENOMINATOR _____</p> <p>Quarter 2 (October - December)</p> <p>NUMERATOR _____</p> <p>DENOMINATOR _____</p> <p>Quarter 3 (January - March)</p> <p>NUMERATOR _____</p> <p>DENOMINATOR _____</p> <p>Quarter 4 (April - June)</p> <p>NUMERATOR _____</p> <p>DENOMINATOR _____</p>	



Exhibit A-1  
 Maternal and Child Health Title V  
 Home Visiting NH-Healthy Families America Report


INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #3 (HFA Standard 6-7.A):  95% of children who receive further evaluation after scoring below the "cutoff" on the ASQ-3.  SFY 16 Target <u>95%</u>	
	EVALUATION ACTIVITIES		

Exhibit A-1  
 Maternal and Child Health Title V  
 Home Visiting NH-Healthy Families America Report

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

**Exhibit A-2 - Performance Measures**  
**Home Visiting New Hampshire- Healthy Families America**  
**(HVNH-HFA)**  
**Performance Measure Definitions Fiscal Year 2016\***

\*For all measures, consider services provided within Exhibit A, Scope of Services from July 1, 2015– June 30, 2016.

**Performance Measure #1**  
**HFA Standard 7-5.B**

**Measure:** 70% percent of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening between 6-8 weeks postpartum.

**Goal:** All post-partum women enrolled in HVNH-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 between 6-8 weeks postpartum

**Denominator-**The total number of women in the program who gave birth in the past fiscal year, who are at least 8 weeks post partum and who were enrolled prior to 6 weeks after the birth of their baby.

**Data Source:** HVNH-HFA Data Records

**Performance Measure #2**  
**HFA Standard 3-4.A**

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

**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 7/1/2014 – 12/31/2014 for quarters 1 and 2 and 1/1/2015 – 6/30/2015 for quarters 3 and 4.

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

## Exhibit A-2 - Performance Measures

### Home Visiting New Hampshire- Healthy Families America (HVNH-HFA) Performance Measure Definitions Fiscal Year 2016\*

#### Performance Measure #3 HFA Standard 6-7.A

**Measure:** 95% of children receive further evaluation after scoring below the "cutoff" on the ASQ-3

**Goal:** All children served who are determined to be at risk for developmental delays, will receive further evaluation.

**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 HVNH-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

#### 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 HVNH-HFA Program in the past fiscal year.

**Data Source:** HVNH-HFA Data Records



## Exhibit B

### Method and Conditions Precedent to Payment

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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) # 93.505 (<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.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor shall submit an invoice by the tenth (10<sup>th</sup>) 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 invoice must be submitted by mail or e-mail to:

NH Department of Health and Human Services  
Division of Public Health Services  
Financial Administrator  
29 Hazen Drive  
Concord, NH 03301

E-mail: [dphscontractbilling@dhhs.state.nh.us](mailto:dphscontractbilling@dhhs.state.nh.us)
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 and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not required additional approval of the Governor and Executive Council.

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

Bidder/Program Name: Central NH VNA & Hospice

Budget Request for: Home Visiting NH - Healthy Families America

Budget Period: 07/01/2015 to 06/30/2016

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct (Incremental)	Indirect (Fixed)	Direct (Incremental)	Indirect (Fixed)	Direct (Incremental)	Indirect (Fixed)	
1. Total Salary/Wages	\$ 25,750.00	\$ -	\$ -	\$ -	\$ 25,750.00	\$ -	\$ 25,750.00
2. Employee Benefits	\$ 9,012.00	\$ -	\$ -	\$ -	\$ 9,012.00	\$ -	\$ 9,012.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ 650.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,848.00	\$ -	\$ -	\$ -	\$ 1,848.00	\$ -	\$ 1,848.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Staff Education and Training	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
11. Subcontracts/Agreements	\$ 37,540.00	\$ -	\$ -	\$ -	\$ 37,540.00	\$ -	\$ 37,540.00
13. Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HFA affiliation fee	\$ 1,550.00	\$ -	\$ -	\$ -	\$ 1,550.00	\$ -	\$ 1,550.00
HFA accreditation fee	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
Overhead, admin & general	\$ 26,628.00	\$ -	\$ 18,808.00	\$ -	\$ 26,628.00	\$ 7,570.00	\$ 7,570.00
<b>TOTAL</b>	\$ 78,200.00	\$ 28,778.00	\$ 2,500.00	\$ 20,958.00	\$ 75,700.00	\$ 7,570.00	\$ 83,270.00

36.8%

Indirect As A Percent of Direct

Contractor Initials: WCS  
 Date: 7/10/15



### 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 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. The Department reserves the right to renew the contract for up to three additional years, subject to the continued availability of funds, satisfactory performance of services 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



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: *Central New Hampshire VNA's Hospice*

7/8/15  
Date

*William Schwidder*  
Name: *William Schwidder*  
Title: *President of the Board*



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: Central New Hampshire VNA & Hospice

7/8/15  
Date

William Schwidder  
Name: William Schwidder  
Title: President of the Board



**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 Order 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: *Central New Hampshire VNA's Hospice*

7/8/15  
Date

*William Schwidder*  
Name: *William Schwidder*  
Title: *President of the Board*



**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

WCS

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



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

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

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

Contractor Name: Central New Hampshire VNA & Hospice

7/8/15  
Date

William Schwidder  
Name: William Schwidder  
Title: President of the Board

Exhibit G

Contractor Initials WCS

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

Date 7/8/15



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: Central New Hampshire VNA & Hospice

7/8/15  
Date

William Schwidder  
Name: William Schwidder  
Title: President of the Board



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

WCS

7/8/15





## 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.



Exhibit I

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

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

NH D HHS  
 The State  
[Signature]  
 Signature of Authorized Representative  
Bruce Dupre  
 Name of Authorized Representative  
Bureau Chief  
 Title of Authorized Representative  
7/28/15  
 Date

Central New Hampshire VNA's Hospice  
 Name of the Contractor  
[Signature]  
 Signature of Authorized Representative  
William Schwidder  
 Name of Authorized Representative  
President of the Board  
 Title of Authorized Representative  
7/8/15  
 Date



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

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

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

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

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

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

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

Contractor Name: Central New Hampshire VNA & Hospice

7/8/15  
Date

William Schwildder  
Name: William Schwildder  
Title: President of the Board



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: _____



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Home Visiting  
New Hampshire – Healthy Families Contract**

This 1st Amendment to the Home Visiting New Hampshire – Healthy Families Contract contract (hereinafter referred to as "Amendment #1") dated this 12<sup>th</sup> day of February, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the Community Action Partnership of Strafford County (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 642 Central Street, Dover, NH 03821-0160.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may, amend and renew the Contract for up to three (3) additional years, by written agreement of the parties upon Governor and Executive Council approval; and

WHEREAS the parties agree to renew the contract for two years of the three year renewal option; and

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

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, to read:  
June 30, 2018
2. Form P-37, General Provisions, Block 1.8, to read:  
\$543,411
3. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 3, to read:  
Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibit B-1, Budget; Exhibit B-2, Amendment #1, Budget; Exhibit B-3, Amendment #1, Budget.
4. Add Exhibit B-2, Amendment #1, Budget
5. Add Exhibit B-3, Amendment #1, Budget

New Hampshire Department of Health & Human Services  
Home Visiting New Hampshire – Healthy Families



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

4/25/16  
Date

Marcella J. Bobinsky  
Brook Dupee, Marcella J. Bobinsky  
Director, Acting

Community Action Partnership of Strafford County

3/8/16  
Date

Betsy Andrews Parker  
NAME Betsy Andrews Parker  
TITLE CEO

Acknowledgement:

State of New Hampshire, County of Strafford on 3/8/16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Kathleen E. Morrison

Name and Title of Notary Public or Justice of the Peace



New Hampshire Department of Health & Human Services  
Home Visiting New Hampshire – Healthy Families



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

OFFICE OF THE ATTORNEY GENERAL

5/14/14  
Date

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

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-2, Amendment #1, Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Action Partnership of Strafford County

Budget Request for: Home Visiting New Hampshire - Healthy Families America

Budget Period: July 1, 2016- June 30, 2017

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	\$ 100,146.66	\$ 12,918.92	\$ 113,065.58	\$ -	\$ -	\$ -	\$ 100,146.66	\$ 12,918.92	\$ 113,065.58
2. Employee Benefits	\$ 22,708.63	\$ 2,929.41	\$ 25,638.04	\$ -	\$ -	\$ -	\$ 22,708.63	\$ 2,929.41	\$ 25,638.04
3. Consultants	\$ 1,020.00	\$ -	\$ 1,020.00	\$ -	\$ -	\$ -	\$ 1,020.00	\$ -	\$ 1,020.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 2,960.00	\$ 384.42	\$ 3,364.42	\$ -	\$ -	\$ -	\$ 2,960.00	\$ 384.42	\$ 3,364.42
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,700.00	\$ 219.30	\$ 1,919.30	\$ -	\$ -	\$ -	\$ 1,700.00	\$ 219.30	\$ 1,919.30
6. Travel	\$ 9,910.00	\$ 1,278.39	\$ 11,188.39	\$ -	\$ -	\$ -	\$ 9,910.00	\$ 1,278.39	\$ 11,188.39
7. Occupancy	\$ 8,108.16	\$ 1,045.95	\$ 9,154.11	\$ -	\$ -	\$ -	\$ 8,108.16	\$ 1,045.95	\$ 9,154.11
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,364.00	\$ 304.96	\$ 2,668.96	\$ -	\$ -	\$ -	\$ 2,364.00	\$ 304.96	\$ 2,668.96
Postage	\$ 100.00	\$ 12.80	\$ 112.80	\$ -	\$ -	\$ -	\$ 100.00	\$ 12.80	\$ 112.80
Subscriptions	\$ 6,125.00	\$ 790.13	\$ 6,915.13	\$ -	\$ -	\$ -	\$ 6,125.00	\$ 790.13	\$ 6,915.13
Audit and Legal	\$ 180.00	\$ 23.22	\$ 203.22	\$ -	\$ -	\$ -	\$ 180.00	\$ 23.22	\$ 203.22
Insurance	\$ 500.00	\$ 64.50	\$ 564.50	\$ -	\$ -	\$ -	\$ 500.00	\$ 64.50	\$ 564.50
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ 500.00	\$ 64.50	\$ 564.50	\$ -	\$ -	\$ -	\$ 500.00	\$ 64.50	\$ 564.50
10. Staff Education and Training	\$ 3,550.00	\$ 457.95	\$ 4,007.95	\$ -	\$ -	\$ -	\$ 3,550.00	\$ 457.95	\$ 4,007.95
11. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Translation Services	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
<b>TOTAL</b>	\$ 160,642.45	\$ 20,494.55	\$ 181,137.00	\$ -	\$ -	\$ -	\$ 160,642.45	\$ 20,494.55	\$ 181,137.00
Indirect As A Percent of Direct		12.8%							

Contractor Initials: *EF*  
Date: *April 16*



Exhibit B-3. Amendment #1, Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Community Action Partnership of Strafford County

Budget Request for: Home Visiting New Hampshire - Healthy Families America

Budget Period: July 1, 2017- June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHRIS contract share			Total
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 100,146.66	\$ 12,918.92	\$ 113,065.58	\$ -	\$ -	\$ -	\$ 100,146.66	\$ 12,918.92	\$ 113,065.58	
2. Employee Benefits	\$ 22,708.63	\$ 2,929.41	\$ 25,638.04	\$ -	\$ -	\$ -	\$ 22,708.63	\$ 2,929.41	\$ 25,638.04	
3. Consultants	\$ 1,020.00	\$ -	\$ 1,020.00	\$ -	\$ -	\$ -	\$ 1,020.00	\$ -	\$ 1,020.00	
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 2,980.00	\$ 364.42	\$ 3,364.42	\$ -	\$ -	\$ -	\$ 2,980.00	\$ 364.42	\$ 3,364.42	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 1,700.00	\$ 219.30	\$ 1,919.30	\$ -	\$ -	\$ -	\$ 1,700.00	\$ 219.30	\$ 1,919.30	
6. Travel	\$ 9,910.00	\$ 1,278.39	\$ 11,188.39	\$ -	\$ -	\$ -	\$ 9,910.00	\$ 1,278.39	\$ 11,188.39	
7. Occupancy	\$ 8,108.16	\$ 1,045.95	\$ 9,154.11	\$ -	\$ -	\$ -	\$ 8,108.16	\$ 1,045.95	\$ 9,154.11	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 2,364.00	\$ 304.96	\$ 2,668.96	\$ -	\$ -	\$ -	\$ 2,364.00	\$ 304.96	\$ 2,668.96	
Postage	\$ 100.00	\$ 12.90	\$ 112.90	\$ -	\$ -	\$ -	\$ 100.00	\$ 12.90	\$ 112.90	
Subscriptions	\$ 6,125.00	\$ 790.13	\$ 6,915.13	\$ -	\$ -	\$ -	\$ 6,125.00	\$ 790.13	\$ 6,915.13	
Audit and Legal	\$ 180.00	\$ 23.22	\$ 203.22	\$ -	\$ -	\$ -	\$ 180.00	\$ 23.22	\$ 203.22	
Insurance	\$ 500.00	\$ 64.50	\$ 564.50	\$ -	\$ -	\$ -	\$ 500.00	\$ 64.50	\$ 564.50	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 500.00	\$ 64.50	\$ 564.50	\$ -	\$ -	\$ -	\$ 500.00	\$ 64.50	\$ 564.50	
11. Staff Education and Training	\$ 3,550.00	\$ 457.95	\$ 4,007.95	\$ -	\$ -	\$ -	\$ 3,550.00	\$ 457.95	\$ 4,007.95	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Translation Services	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00	
<b>TOTAL</b>	<b>\$ 160,642.45</b>	<b>\$ 20,494.55</b>	<b>\$ 181,137.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 160,642.45</b>	<b>\$ 20,494.55</b>	<b>\$ 181,137.00</b>	

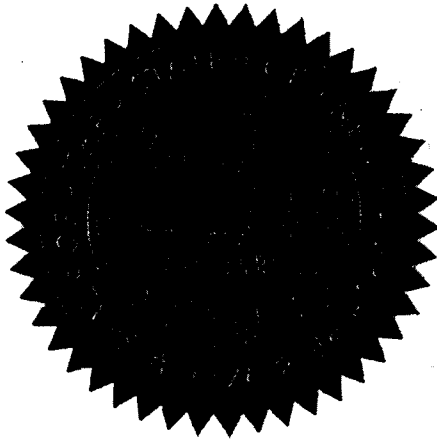
Indirect As A Percent of Direct 12.8%

Contractor initials: *cap*  
Date: *2/29/16*

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 formed May 25, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6<sup>th</sup> day of April, A.D. 2015

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner  
Secretary of State

Community Action Partnership of Strafford County  
Board Meeting Minutes  
October 21 ,2015  
Wentworth Douglas Hospital Auditorium B  
Dover, NH 03820

4. Head Start Report

4a & b. Credit card statement and USDA together Jeni made a motion to accept the credit card statement & USDA Jason Shute 2<sup>nd</sup>. Betsey mentioned about coding sheet and that they are working on FCC waiting list. Motion passed

4c. Policy Council meet October 20, 2015, William Katan is now our new Policy chairperson and is present and welcomed aboard.

5. Committee Reports

a. Executive - Dave reported their monthly meeting talked about housing, Farmington Child Care. Election's Dave would like Chair, Carrie will stay Vice Chair, Jeni is stepping down and Colene will take Treasurer and leaving Secretary open for someone.

b. Development - Lip Sync, Suzanne reported that there was a lot of support in Rochester the Chamber gave their list of business's, so sponsors are in great shape. There is 15 teams need volunteers for event.

c. Governance – see 6 c & d

6. Old Business –

a. Board Giving we need 100% from board for a grant talked about pay pal.

b. Farmington Child Care – Betsey is met with town on October 18 lease is all set has to go except on snag the 20 year lease will have to go to town meeting so every 5 years they will renew lease and the CBCG grant (500,000.00) for the repairs is for 20 years. Jeni asked to clarify lease. Writing grant for the repairs need to building about \$304,000.00. Septic failing and waiting for emergency money to come in.

c. Status of housing development project – housing low income project on county property, met with county commissioners, Jack Buckley and Odis Perry. The commissioners will review and get back. NHHFA has 30,000.00 if county donates land. Joe Motioned to go ahead with plan and Chris 2<sup>nd</sup> motion passed.

d. Status of St. Charles Church – need a backup plan if this fails, we will need to look for space.

7. New Business –

a. Budget 2016- indirect expenses negative \$500,000 we just was approved for the indirect cost rate. So it will not be negative figure.

b. Authorization for Executive Director and/or Board Chair to enter into contracts on behalf of the agency effective October 21, 2015 to December 31, 2016. Joe motioned to have Dave and Betsey to enter into contract Jeni 2<sup>nd</sup>, motioned passed

c. Board Recruitment plan discussion – this plan will help board members to move on the board quickly, Chris had to wait 4 months. Chris motioned and Joe 2<sup>nd</sup> to accept plan, motioned passed

d. Election process for consumers to the board of directors- Representation from low income homes, Chris motioned to accept and Jason 2<sup>nd</sup>, motioned passed.

e. 2016 Holiday schedule approval with additional day the Friday after Thanksgiving – Jeni motioned to approve the schedule with the extra day including this year's Friday and Becky 2<sup>nd</sup> motioned passed.

# 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 October 21, 2015 :  
(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 8 day of March, 2016.  
(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)

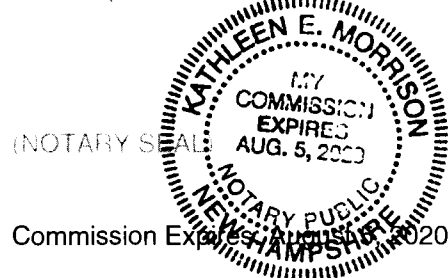
STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 8 day of March, 2016,

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

Kathleen E. Morrison  
(Notary Public/Justice of the Peace)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/1/2016

**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).**

<b>PRODUCER</b> <b>CGI Business Insurance</b> 171 Londonderry Turnpike Hooksett NH 03106	<b>CONTACT NAME:</b> Kendra Cote <b>PHONE (A/C, No, Ext):</b> (603) 232-9306 <b>FAX (A/C, No):</b> (603) 622-4618 <b>E-MAIL ADDRESS:</b> kcote@cgibusinessinsurance.com
	INSURER(S) AFFORDING COVERAGE
	NAIC #
	INSURER A: Hanover Insurance Company 22292
	INSURER B: New York Marine & General Ins
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

**COVERAGES**                                      **CERTIFICATE NUMBER:** 15/16 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			ZHVA192135	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 3,000,000			PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b>			AWVA15693	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	Uninsured motorist combined						\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		OCCUR	UHVA192136	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC201400007962	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	<b>Professional Liability</b>			ZHVA192135	12/31/2015	12/31/2016	Each Occurrence 1,000,000 Aggregate 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
**Workers Compensation Coverage-Statutory State - NH The following officers are excluded from coverage under the Workers Compensation policy: Mark Rideout President, Carol Garlough VP, Jeni Mosca Treas.**

<b>CERTIFICATE HOLDER</b> DHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> 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 Mark Harvie/KDC
---	---

## 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

**COMMUNITY ACTION PARTNERSHIP OF**  
**STRAFFORD COUNTY**

**FOR THE YEARS ENDED  
DECEMBER 31, 2014 AND 2013  
AND  
INDEPENDENT AUDITORS' REPORTS**

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*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**DECEMBER 31, 2014 AND 2013**

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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, 2014 and 2013, 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, 2014.

### **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, 2014 and 2013, and its cash flows for the years then ended, and the changes in its net assets for the year ended December 31, 2014 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 2013 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated June 24, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2013, 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 Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated June 10, 2015, 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, McDonnell & Roberts,  
Professional Association*

June 10, 2015  
Wolfeboro, New Hampshire

**COMMUNITY ACTION PARTNERSHIP OF STAFFORD COUNTY**

**STATEMENTS OF FINANCIAL POSITION  
DECEMBER 31, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 744,514	\$ 614,293
Accounts receivable	770,066	656,934
Inventory	8,754	15,307
Prepaid expenses	<u>11,586</u>	<u>79,283</u>
Total current assets	<u>1,534,920</u>	<u>1,365,817</u>
<b>NONCURRENT ASSETS</b>		
Security deposits	19,201	19,261
Property, net of accumulated depreciation	435,446	667,667
Other noncurrent assets	<u>12,500</u>	<u>10,000</u>
Total noncurrent assets	<u>467,147</u>	<u>696,928</u>
<b>TOTAL ASSETS</b>	<u>\$ 2,002,067</u>	<u>\$ 2,062,745</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Demand note payable	\$ 80,735	\$ 87,178
Accounts payable	126,063	67,785
Accrued payroll and related taxes	120,172	92,674
Accrued compensated absences	78,154	80,592
Refundable advances	491,134	542,894
Other current liabilities	<u>137</u>	<u>55,918</u>
Total liabilities	<u>896,395</u>	<u>927,041</u>
<b>NET ASSETS</b>		
Unrestricted		
Undesignated	669,373	1,065,270
Board designated	<u>307,002</u>	<u>7,328</u>
Total unrestricted	976,375	1,072,598
Temporarily restricted	<u>129,297</u>	<u>63,106</u>
Total net assets	<u>1,105,672</u>	<u>1,135,704</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 2,002,067</u>	<u>\$ 2,062,745</u>

See Notes to Financial Statements

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED DECEMBER 31, 2014  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Total</u>	<u>2013 Total</u>
<b>CHANGE IN NET ASSETS</b>				
<b>REVENUES AND OTHER SUPPORT</b>				
Grant revenue	\$ 7,545,723	-	\$ 7,545,723	\$ 7,364,989
Fees for service	424,089	-	424,089	382,531
Rent revenue	24,353	-	24,353	26,715
Public support	366,137	\$ 66,191	432,328	312,699
In-kind donations	439,830	-	439,830	486,220
Interest	301	-	301	108
Fundraising	31,299	-	31,299	19,866
Other revenue	-	-	-	5,192
	<hr/>	<hr/>	<hr/>	<hr/>
Total revenues and support	8,831,732	66,191	8,897,923	8,598,320
<b>EXPENSES</b>				
<b>Program services</b>				
Child services	3,374,862	-	3,374,862	2,421,621
Community services	831,155	-	831,155	1,599,936
Energy assistance	2,975,261	-	2,975,261	2,851,652
Housing	189,080	-	189,080	220,626
Weatherization	133,564	-	133,564	460,621
Workforce development	258,219	-	258,219	235,839
	<hr/>	<hr/>	<hr/>	<hr/>
Total program services	7,762,141	-	7,762,141	7,790,295
<b>Supporting activities</b>				
Management and general	1,031,611	-	1,031,611	803,269
Fundraising	23,644	-	23,644	8,070
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenses	8,817,396	-	8,817,396	8,601,634
<b>CHANGE IN NET ASSETS BEFORE LOSS ON SALE OF BUILDING</b>	14,336	66,191	80,527	(3,314)
<b>LOSS ON SALE OF BUILDING</b>	<hr/> (110,559)	<hr/> -	<hr/> (110,559)	<hr/> -
<b>CHANGE IN NET ASSETS</b>	(96,223)	66,191	(30,032)	(3,314)
<b>NET ASSETS, BEGINNING OF YEAR</b>	<hr/> 1,072,598	<hr/> 63,106	<hr/> 1,135,704	<hr/> 1,139,018
<b>NET ASSETS, END OF YEAR</b>	<hr/> \$ 976,375	<hr/> \$ 129,297	<hr/> \$ 1,105,672	<hr/> \$ 1,135,704

See Notes to Financial Statements

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ (30,032)	\$ (3,314)
Adjustment to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	69,333	78,719
In-kind donation of vehicle	-	(48,501)
Loss on sale of building	110,559	-
(Increase) decrease in assets:		
Accounts receivable	(113,132)	16,218
Inventory	6,553	98,291
Prepaid expenses	67,697	(38,022)
Security deposits	(60)	-
Other noncurrent assets	(2,500)	(10,000)
Increase (decrease) in liabilities:		
Accounts payable	58,278	34,208
Accrued payroll and related taxes	27,498	5,152
Accrued compensated absences	(2,438)	11,971
Refundable advances	(51,760)	59,174
Other current liabilities	<u>(55,781)</u>	<u>5,449</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>84,215</u>	<u>209,345</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of property and equipment	(77,022)	(807)
Proceeds from sale of property and equipment	<u>129,471</u>	<u>-</u>
<b>NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES</b>	<u>52,449</u>	<u>(807)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Repayment of demand note payable	(6,443)	(2,822)
Repayment of long term debt	<u>-</u>	<u>(34,050)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(6,443)</u>	<u>(36,872)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	130,221	171,666
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>614,293</u>	<u>442,627</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 744,514</u>	<u>\$ 614,293</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid during the year for interest	<u>\$ 3,252</u>	<u>\$ 4,211</u>

See Notes to Financial Statements

Child Services	Community Services	Energy Assistance	Housing	Weatherization	Workforce Development	Total Program Services	Management And	
							General	Fundraising
1,960,544	\$ 275,525	\$ 274,670	\$ 58,232	\$ 29,507	\$ 151,126	\$ 2,749,604	\$ 557,672	\$ 2,822
205,356	36,042	26,297	6,113	2,719	14,656	291,183	49,390	270
200,427	34,705	35,699	5,778	3,058	18,473	298,140	25,726	-
51,991	93,274	2,558,709	89,438	60,684	18,320	2,872,416	1,201	-
226,636	199,096	-	-	1,264	-	426,996	-	12,835
146,508	35,989	2,287	386	379	1,876	187,425	8,935	-
-	-	-	-	-	-	-	190,950	-
122,700	11,577	4,121	3,565	7,201	6,394	155,558	13,341	17
59,063	21,617	8,777	136	222	61	89,876	67,233	-
83,415	8,606	23,138	1,364	2,958	26,354	145,835	3,602	-
80,372	9,146	12,177	16,485	2,657	3,311	124,148	5,132	-
23,664	33,867	3,634	667	1,132	542	63,506	41,478	-
52,052	12,645	16,460	509	544	9,944	92,154	8,966	-
57,106	16,344	737	70	3	3,027	77,287	20,865	-
55,859	12,761	857	13	6	13	69,509	24,138	-
26,177	16,205	-	3,733	21,144	2,074	69,333	-	-
11,261	8,595	6,571	69	62	319	26,877	4,136	-
9,643	303	866	-	24	1,729	12,565	4,432	-
-	-	-	2,530	-	-	2,530	986	-
-	1,445	-	-	-	-	1,445	1,807	-
2,088	3,413	261	(6)	-	-	5,754	1,621	-
<u>3,374,862</u>	<u>\$ 831,155</u>	<u>\$ 2,975,261</u>	<u>\$ 189,080</u>	<u>\$ 133,564</u>	<u>\$ 258,219</u>	<u>\$ 7,762,141</u>	<u>\$ 1,031,611</u>	<u>\$ 23,644</u>

## COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

### NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

#### 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, 2014 and 2013 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 \$69,333 and \$78,719 for the years ended December 31, 2014 and 2013, respectively.

### **Accrued Earned Time**

The Agency has accrued a liability of \$78,154 and \$80,592 at December 31, 2014 and 2013, 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 (2011 through 2014), for the purposes of implementation, 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, 2014 and 2013 amounted to \$12,641 and \$15,498, 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 \$199,684 and \$209,139 for the years ended December 31, 2014 and 2013, 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 \$82,809 and \$106,027 for the years ended December 31, 2014 and 2013, 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 \$132,268 and \$25,070, respectively, for the year ended December 31, 2014. For the year ended December 31, 2013, the estimated fair value of these food commodities and goods was determined to be \$170,871 and \$12,207, respectively.

The Agency also received, in the form of an in-kind contribution, a portion of a bus that was placed in service during the year ended December 31, 2013. Under the terms of the agreement the Agency paid approximately \$5,333 and received a bus with a value of approximately \$53,834.

### 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 programs and supporting activities benefited.

### Subsequent Events

Subsequent events have been evaluated through June 10, 2015, which is the date that the financial statements were available to be issued.

## **NOTE 2.**

### PROPERTY

As of December 31, 2014 and 2013, property consisted of the following:

	<u>2014</u>	<u>2013</u>
Land, buildings and improvements	\$ 416,435	\$ 719,429
Furniture, equipment and machinery	507,304	482,186
Vehicles	<u>302,466</u>	<u>296,266</u>
Total	1,226,205	1,497,881
Less accumulated depreciation	<u>790,759</u>	<u>830,214</u>
Net property	<u>\$ 435,446</u>	<u>\$ 667,667</u>

The sale of 60 Charles Street, Farmington New Hampshire accounts for the reduction in the land, buildings and improvements during the year ended December 31, 2014.

**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, 2014 and 2013. The Agency has no policy for charging interest on overdue accounts.

**NOTE 4. PLEGGED 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, 2015. Interest is stated at the prime rate plus 1% which result in an interest rate of 4.25% at December 31, 2014 and 2013. The note is collateralized by all the assets of the Agency.

**NOTE 6. LONG TERM DEBT**

The Agency had a 7.50% mortgage payable to a financial institution in monthly installments for principal and interest of \$1,209 through May 2013, when the note was paid in full. The note was collateralized by a first mortgage lien and assignment of leases and rents on certain real estate of the Agency.

**NOTE 7. TEMPORARILY RESTRICTED NET ASSETS**

At December 31, 2014 and 2013, the Agency had \$129,297 and \$63,106 in net assets temporarily restricted by donor-imposed use restrictions, respectively.

**NOTE 8. 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, 2014 and 2013, the annual lease/rent expense for the leased facilities was \$163,615 and \$121,191, 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>
2015	\$ 150,533
2016	84,234
2017	11,780
2018	8,729
2019	<u>2,021</u>
Total	<u>\$ 257,297</u>

**NOTE 9. RETIREMENT PLAN**

The Agency maintains a voluntary contributory 403(b) plan for its employees who meet certain requirements as defined in the plan. The Agency matches 25% of employee contributions to the plan, to a maximum of 5% of salaries. Retirement plan contributions for the years ended December 31, 2014 and 2013 totaled \$15,988 and \$29,952, respectively.

**NOTE 10. FUNDRAISING EXPENSES**

The fundraising expenses related to fundraising revenues were \$23,644 and \$8,070 for the years ended December 31, 2014 and 2013, respectively.

**NOTE 11. 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 12. 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. At December 31, 2014 and 2013, there were no uninsured cash balances.

**NOTE 13. 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, 2014 and 2013.

**SUPPLEMENTARY INFORMATION**

**(See Independent Auditors' Report)**

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<u>PROGRAM TITLE</u>	<u>NUMBER</u>	<u>GRANTOR'S NAME</u>	<u>CONTRACT NUMBER</u>	<u>GRANTOR'S</u>
Children Food Commodities)	10.558 10.559 10.569	State of New Hampshire Department of Education State of New Hampshire Department of Education Belknap-Merrimack Community Action Partnership		4300-Z 4300-Z
<u>an Development</u>	14.157 14.218 14.218 14.235 14.235	New Hampshire Housing Authority City of Dover, New Hampshire City of Rochester, New Hampshire State of New Hampshire Department of Health and Human Services Community Partners / Behavioral Health / Services		NA NA 010-092-7176 NA
and Urban Development	17.258 17.278	Southern New Hampshire Services, Inc. Southern New Hampshire Services, Inc.	2001-003	10188 10188
Persons and Persons	20.513	State of New Hampshire Department of Transportation		
Home Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Services	EE00060	01-02-02-024010-7:
ng Centers	84.287	State of New Hampshire Department of Education		
<u>Services</u>	93.276 93.600 93.044 93.505 93.556 93.558 93.558 93.568 93.569 93.645 93.667 93.994	State of New Hampshire Division of Elderly and Adult services State of New Hampshire Department of Health and Human Services, DPH, State of New Hampshire, DHHS, Division for Children, Youth and Families State of New Hampshire, DHHS, Division for Children, Youth and Families Southern New Hampshire Services, Inc. State of New Hampshire Governor's Office of Energy & Planning State of New Hampshire, DHHS, DFA State of New Hampshire, DHHS, Division for Children, Youth and Families State of New Hampshire, DHHS, Division for Children, Youth and Families BPHCS, Maternal & Health Section	13-DHHS-BWW-CSP-05	01CH1: 010-048-7872 10242 01-02-02-024010-770: 010-045-7148 05-95-40-404 05-95-90-902
I, Part B- Grants for ters od Home Visiting Program ies ies rogram ck Grant to the States uman Services				

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED DECEMBER 31, 2014**

**NOTE 1 BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Community Action Partnership of Strafford County under programs of the federal government for the year ended December 31, 2014. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. 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, change 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 OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

**NOTE 3 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, 2014 and 2013, and the related statements of cash flows for the years then ended, and the related notes to the financial statements, and the related statements of activities and functional expenses for the year ended December 31, 2014 and have issued our report thereon dated June 10, 2015.

**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.

*Leone, McDonnell & Roberts,  
Professional Association*

June 10, 2015  
Wolfeboro, New Hampshire

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**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR  
EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

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 (a New Hampshire nonprofit organization) compliance with the types of compliance requirements described in the *OMB Circular A-133 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, 2014. Community Action Partnership of Strafford County's major federal programs are identified in the summary of auditor's 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.

**Auditor's 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 OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 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, 2014.

### **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 OMB Circular A-133, 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 OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

June 10, 2015  
Wolfeboro, New Hampshire

*Leone, McDonnell & Roberts,  
Professional Association*

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED DECEMBER 31, 2014**

**A. SUMMARY OF AUDITORS' RESULTS**

1. The auditors' report expresses an unmodified opinion on the financial statements of Community Action Partnership of Strafford County.
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 OMB Circular A-133*. 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 programs.
6. There were no audit findings which the auditor would be required to report under Section 510(a) of OMB Circular A-133.
7. The programs tested as major were: Department of Health and Human Services, Low Income Home Energy Assistance Program, CFDA 93.568, Temporary Assistance for Needy Families, CFDA 93.558, Department of Labor, WIA Adult Program, CFDA 17.258 and WIA Dislocated Worker Formula Grants, CFDA 17.278.
8. The threshold used for distinguishing Type A and B programs was \$300,000.
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, 2013**

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, 2013.



## ATTACHMENT

### 2015 Board of Directors

**David Terlemezian, Chair**  
**Jeni Mosca, Treasurer**  
**Jason Shute**  
**Becky Sherburne**  
**Lauren Berman**  
**Chris Lawrence**  
**Jeannie Wilson**  
**Don Routhier**

**Carrie DiGeorge, Vice Chair**  
**Colene Arnold, Secretary**  
**Joe Bailey**  
**Cassandra Mason**  
**Sunmayyab (Maya) Wylder**  
**Jean Miccolo**  
**Dot Hooper**

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**Community Action Partnership of Strafford County**  
**Administrative & Weatherization Office, 642 Central Avenue, Dover, NH 603-516-8130**  
**Mailing address: P.O. Box 160, Dover, NH 03821-0160**

**Outreach Offices:**

61 Locust Street, Dover 603-516-8126  
527 Main Street, Farmington 603-516-8191

**Head Start Centers:**

62A Whittier Street, Dover 603-516-2300  
120 Main Street, Farmington 603-755-2883  
55 Industrial Drive, Milton 603-652-0990  
150 Wakefield Street, Rochester 603-516-2330  
184 Maple St. Ext., Somersworth 603-817-5458

# MELISSA ADAMS

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## CORE COMPETENCIES

*Non-profit Management*

*Fiscal Accountability*

*Partnership Building*

*Event Planning / Fundraising*

*Grant / Proposal Writing*

*Program Development*

*Contract Writing / Management*

*Public Speaking*

*Strategic Planning*

## PROFESSIONAL EXPERIENCE

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY, Dover, NH

Deputy Director

8/2014 – present

- \* Provides oversight of all CAPSC programs and communications.
- \* Backup to Executive Director

Child and Family Services Director

5/2012 – 8/2014

- \* Responsible for administration of Head Start, Early Head Start, childcare, home visiting, and parent education programs in Strafford County.

EASTER SEALS NEW HAMPSHIRE, INC., Manchester, NH

4/2010 – 5/2012

Project Director & Grant Writer

- \* Responsible for coordination of services for frail seniors in the community through the *Seniors Count* Coordination Initiative in collaboration with multiple partner agencies.
- \* Develop successful grant proposals and funding requests for programs and services with the majority of awards ranging from \$10,000 - \$50,000. Awaiting decision on recently submitted federal grant to Center for Medicare and Medicaid Innovation in excess of \$3 million.

EARLY LEARNING COALITION OF BREVARD CO., Rockledge, FL

8/2005 – 2/2010

Executive Director (continued as consultant through 6/2010)

- \* Provided operational and fiscal management of \$32+ million budget ensuring adequate utilization of funding for subsidized child care and voluntary pre-kindergarten services, home visiting support services, provider training, and administrative costs.
- \* Developed proposals and grant requests to secure annual local match funding through United Way, Community Development Block Grants (County and City), and foundations.
- \* Ensured all state and federal requirements were adhered to and conducted quality assurance activities of internal programs and contracted agencies in relation to subsidized child care, voluntary pre-kindergarten, home visiting / parent education, and child care provider trainings.
- \* Handled all aspects of RFP, contract negotiations, development and management.

HEALTHY START COALITION, FL:

6/2002 – 8/2005

Assistant Director (Brevard County)

- \* Assessed the community's maternal and child health needs resulting in a 3-year service delivery plan.
- \* Developed Invitations to Negotiate, conducted contract negotiations and performed quality assurance monitoring of contracted providers.

Executive Director (Keys Region)

- \* Administrative and fiscal management for organization including development of annual budget, procurement of additional funding sources (grants, contracts and fundraising activities).
- \* Prepared annual and quarterly reports to the Department of Health for all funded programs.
- \* Ensured compliance with all program and operational requirements.

EASTER SEALS FLORIDA, KEYS REGION, Key West, FL

4/2000 – 6/2002

Director of Programs and Services

- \* Directed and coordinated multiple programs including: Early Intervention Program, outpatient therapy clinic and child care center.
- \* Compiled and prepared monthly data reports, statistics and monitored overall program and staff performance with state and local requirements.

## EDUCATION

CAPELLA UNIVERSITY (online)

Enrolled: *Masters in Nonprofit Management and Leadership*

CAPELLA UNIVERSITY (online)

*Bachelor of Arts in Business Administration*

BECKER COLLEGE, Worcester, MA

*Associates of Science in Occupational Therapy*



## Child and Family Services Director – Dover, NH

**Organization:** Community Action Partnership of Strafford County  
**Location:** Region 1 – New Hampshire  
**Position:** Child and Family Services Director  
**Email Address:** [capjobs@straffordcap.org](mailto:capjobs@straffordcap.org)  
**Posting Date:** 11/21/14  
**Website:** [www.straffordcap.org](http://www.straffordcap.org)

### GENERAL DESCRIPTION

The Child and Family Services Director is responsible for the overall administration of child and family services (Head Start, Early Head Start, Childcare, Home Visiting and Parent Education) in accordance with State and Federal regulations. This position develops the systems and procedures to ensure all program mandates and standards are met on a daily basis.

The Director must possess leadership skills and be able to establish and maintain successful working relationships with staff, children, parents and community agencies.

### EDUCATION and/or EXPERIENCE

- Minimum of a Bachelor's degree in Business, Social / Human Services, Education or related field and a minimum of five years professional leadership / management and supervisory experience. Master's Degree preferred.
- Knowledge of theories and practices of Early Childhood Education and Family / Social Services.
- State and federal contract experience required including development of budgets.
- Demonstrated skills in proposal writing.
- Previous Head Start experience is preferred.

### DUTIES AND RESPONSIBILITIES

- Ensures compliance with all funding source mandates, applicable laws and regulations, and assures that standards which exceed the minimum are being met in all programs.
- Ensures program adherence to Head Start/Early Head Start Program Performance Standards, Child Care Licensing Regulations, State of NH Home Visiting program requirements, etc.
- Reviews monthly financial and statistical reports to assess the budget status and to initiate preventative measures if any problems appear to be predicted.
- Prepares grant applications and annual budgets. Researches and investigates potential grant opportunities.
- Monitors the programs non-federal share (match) to assure that the amount is met. Meets with staff, parents and Policy Council to develop strategies for increasing the amount of the program's accumulated non-federal share, if necessary.
- Completes and submits monthly reports as required.
- Mentors, coaches and evaluates the performance of direct staff on an ongoing basis.
- Encourages and supports ongoing professional development opportunities.
- Facilitates resolution of conflicts.

- Promotes a consistent exchange of information in all directions.
- Promotes coordination amongst program components, all child & family services programs and the overall organization.
- Maintains open lines of communication with funding agencies.
- Works with other organizations in the community to foster collaboration.
- Designs and delivers presentations as needed.
- Travels to and participates in various information sharing/gathering meetings.
- Attends all meetings and/or conferences as assigned (community, state, regional, and national).
- Responds as appropriate to emergency situations and complaints.
- Participates in the team approach to planning and problem solving.
- Other activities as needed to insure the success of the program.

### **OTHER QUALIFICATIONS**

- Strong commitment to maintaining confidentiality
- Excellent communicator and collaborator
- Excellent organization and time management skills with ability to multi-task, prioritize and manage work load and deadlines
- Excellent problem solving skills
- Ability to work independently as well as in a team environment
- Ability to perform administrative tasks (establishing objectives, organizing and mobilizing staff to implement plans, planning ability, evaluation skills).
- Ability to collaborate with other social service professionals, agencies and staff.
- Ability to work flexible hours and travel when necessary.
- Knowledge of and sensitivity to the unique challenges faced by families living in poverty.
- Knowledge of and ability to utilize community resources.
- Reliable source of transportation with 100/300 liability insurance coverage.
- Physical strength/endurance/mobility to perform in a standard daily required work routine (i.e. walking, sitting, lifting, and driving to various sites as required).

### **COMMUNICATION SKILLS**

- Be able to communicate effectively with staff, volunteers, and families on a regular basis
- Good communication skills and ability to follow verbal and written instructions.
- Ability to read, write, and communicate instructions
- Ability to train and provide presentations to large and small groups

### **SUPERVISORY RESPONSIBILITIES**

- Head Start, Early Head Start, Childcare, Home Visiting and Parent Education

### **CERTIFICATES, LICENSES, REGISTRATIONS**

Valid Driver's License and insured vehicle for use on the job or acceptable alternative.

**SPECIAL REQUIREMENT:** Head Start and child care licensing requires a criminal record check and finger printing to be completed prior to employment. An initial physical examination record, including a TB screening must be obtained within 60 days of hire, updated every three years and kept on file with

Human Resources. If a TB screening indicates high risk, results of a TB test must be kept on file including any treatment received. An initial driving record check will be conducted. License information will also be submitted to the agency's automobile insurance carrier.

## **INSTRUCTIONS**

To apply, please send a resume and cover letter to [capjobs@straffordcap.org](mailto:capjobs@straffordcap.org)

ELENA V. ENGLE, MPA

**EDUCATION**

**Master of Public Administration** December, 2006  
Troy University: Florida Region

**Bachelor of Arts in Sociology** December, 2000  
University of Central Florida: Orlando, Florida

**EMPLOYMENT**

**Community Action Partnership of Strafford County** September, 2014-Present  
Compliance Manager

- 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** November, 2012 – August, 2014  
Community Development Specialist

- 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** February, 2008 - August, 2012  
Foster Care, Prevention, Healthy Families, medical/mental health clinics 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)

# 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. To utilize my talents, including over ten years' experience working to ensure operational efficiency while maintaining best practice delivery. I believe in adhering to deadlines and motivating a team to produce high quality deliverables. My experience includes analyzing data to improve future projects, identifying priorities, and multi-tasking under pressure. My passions include working with people, community involvement and philanthropy.

## 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
- Supervise the Parent Education Coordinator and help facilitate planned events for CAP involved families as well as 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.
- Established effective working relationships with clients, government officials, and community leaders.
- 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.
- Monitored costs, timescales and resources used to achieve program sustainability.
- 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

- 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**

**November, 2000-November, 2001**

**Victim/Child Advocate**

- 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



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

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Melissa Adams	Deputy Director	\$80,000	0%	\$0.00
TBD	Child & Family Services Director	\$65,000	2.5%	\$1,625
Elena Engle	Compliance Manager	\$47,500	12.5%	\$5,938
Halen Gori	Home Visiting Manager	\$40,000	50%	\$20,020





STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

Marcella Jordan Bobinsky
Acting Director

July 20, 2015 G&C Approved

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

Date 8/26/15
Item # 13

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a retroactive agreement with the vendors listed below for the provision of home visiting services to expectant women and newly parenting individuals in an amount not to exceed \$666,090, retroactive to July 1, 2015 through June 30, 2016, effective upon Governor and Executive Council approval. 100% Federal Funds

Table with 4 columns: Vendor, Vendor Code, Address, Amount. Lists vendors like Community Action Partnership of Strafford County, Central New Hampshire VNA & Hospice, etc.

Funds are anticipated to be available in the following account in State Fiscal Year 2016, pending legislative approval of the next biennial budget.

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

Summary table with 5 columns: SFY, Class, Title, Activity Code, Amount. Shows 2016, 102-500731, Contracts for Program Services, 90004104, \$666,090.

EXPLANATION

This request is retroactive because the proposal review team requested additional information from the vendors, which delayed the receipt of the correctly executed contract documents in time for the June 24, 2015 Governor and Executive Council meeting. Retroactive approval is needed in order to avoid a disruption in services to vulnerable families.

The purpose of this request is to enter into agreements with the five (5) vendors listed above for the provision of home visiting services that support pregnant women and their families through health and parenting education programs. Home visiting services are designed 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.

The selected 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.

These vendors have been providing home visiting services for the past four (4) years in the City of Manchester, Coos County, Carroll County, Strafford County and Sullivan County. They have developed collaborative referral networks, which can provide new mothers and their families with additional assistance programs.

A Request for Proposal was posted on the Department's website on April 1, 2015 through May 1, 2015. Five (5) proposals were received. A team of individuals with extensive program knowledge reviewed the proposals. All five (5) vendors were selected. The bid summary is attached. The Department anticipates the release of another Request for Proposals to meet the need for these services in other parts of the state at a later date.

The agreements contain language that allows the Department to renew the contracts for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval from the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, over 700 New Hampshire families may not receive the proper education and access to resources necessary to raise children who are physically, socially and emotionally healthy, which can reduce juvenile delinquency, family violence and crime.

Area Served: City of Manchester and the Counties of Coos, Carroll, Strafford and Sullivan.

Source of Funds: 100% Federal Funds CFDA #93.505, U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA); FAIN # X02MC26332 (July 1, 2015 through September 30, 2015) FAIN # X02MC27409 (October 1, 2015 through June 30, 2016)

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

Respectfully Submitted,



Marcella Jordan Bobinski  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner



**New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet**

Home Visiting NH – Healthy Families  
America

RFP #16-DHHS-DPHS-MCH-03

RFP Name

RFP Number

**Bidder Name**

1. Community Action Partnership of Strafford County
2. Central New Hampshire VNA & Hospice
3. Child & Family Services of NH
4. Good Beginnings of Sullivan County
5. The Family Resource Center

Pass/Fail	Maximum Points	Actual Points
	235	199
	235	176
	235	195
	235	205
	235	174

**Reviewer Names**

1. Erica Proto, Prog Planner, DPHS, Tech
2. Rhonda Siegel, Admin II, DPHS, Tech
3. Albert Willis, Prog Spclst, DPHS, Tech
4. Ellen Chase-Lucard, Admin II, DPHS, Cost
5. Dolores Cooper, Admin II, DPHS, Cost
- 6.
- 7.

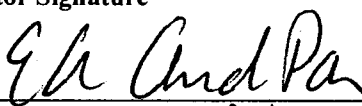
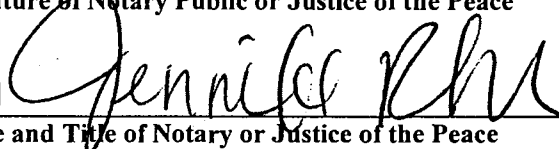

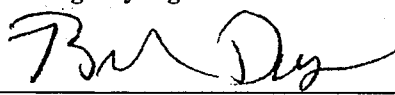
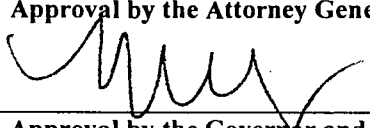
Subject: Home Visiting New Hampshire - Healthy Families America

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Community Action Partnership of Strafford County		<b>1.4 Contractor Address</b> 642 Central Street PO Box 160 Dover NH 03821-0160	
<b>1.5 Contractor Phone Number</b> 603-516-8135	<b>1.6 Account Number</b> 05-95-90-902010-5896	<b>1.7 Completion Date</b> June 30, 2016	<b>1.8 Price Limitation</b> \$181,137
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Betsey Andrews Parker, Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Strafford</u> On <u>7/13/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Jennifer Rhode, HR			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brock Dupree / Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. Yule Attorney General On: <u>08/17/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

*EAP*  
7/13/15



## Exhibit A Scope of Services

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### 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. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will 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/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number, title, total award amount and percentage financed with nongovernmental sources). This information or content and 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."

### 2. Scope of Work

- 2.1 The Contractor shall provide home visiting services to pregnant women and newly parenting families with children up to the age three (3) in Strafford County to improve health and development outcomes for at-risk children through evidence-based home visiting programs, with priority given to individuals who:
  - 2.1.1 Are first time mothers.
  - 2.1.2 Have low incomes.
  - 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 abuse or need substance abuse 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.





## Exhibit A Scope of Services

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- 2.1.9 Are in families that include individuals who are serving or have formerly served in the armed forces, including such families that have members of the armed forces who have had multiple deployments outside of the United States.
- 2.2 The Contractor shall determine eligibility for services using a two-step process. The Contractor shall:
  - 2.2.1 Accept referrals from referral sources that have been screened for services.
  - 2.2.2 Utilize the Parent Survey on the first visit/intake to gather comprehensive information about the family and prioritize clients for services.
- 2.3 The Contractor shall maintain enrollment at a minimum of 85% capacity, through monthly reviews of caseloads. The Contractor shall:
  - 2.3.1 Review the capacity report on a monthly basis.
  - 2.3.2 Implement strategies around outreach when enrollment rates fall below 85% capacity.
- 2.4 The Contractor shall ensure program staff establish a relationship with each family in order to keep families interested and connected over time. The Contractor shall:
  - 2.4.1 Provide flexible service delivery, including late afternoon and early evening visits for families who have no other option but to meet during those times.
  - 2.4.2 Foster respectful partnerships between parents and home visitors.
  - 2.4.3 Engage all family members and promote the involvement of all family members, including fathers/father figures, while explaining the importance of their role within the family.
  - 2.4.4 Remain consistent with visits and supports, in order to build on existing strengths while encouraging and coaching families to build on skills, including but not limited to communication skills that are needed for self-sufficiency and to advocate for their children.
- 2.5 The Contractor shall provide home visiting services that include home visits by nurses during the prenatal and post-partum. The Contractor shall ensure the nurse:
  - 2.5.1 Conducts one home visit per trimester in order to focus on specific pregnancy health issues to ensure the mother's understanding of:
    - 2.5.1.1 All health and nutritional recommendations.
    - 2.5.1.2 Signs and symptoms of premature labor.
    - 2.5.1.3 The effects of harmful substances including, but not limited to, tobacco, alcohol, and drugs, on the unborn child.
    - 2.5.1.4 Risk factors including but not limited to:



## Exhibit A Scope of Services

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- 2.5.1.4.1 History of depression.
- 2.5.1.4.2 Symptoms of postpartum depression.
- 2.5.1.5 Importance of receiving early treatment for depression.
- 2.5.2 Conducts one (1) nurse visit within two (2) weeks of the baby's birth in order to conduct a maternal and newborn health assessment, which includes, but is not limited to:
  - 2.5.2.1 The Edinburgh screening for postpartum depression
  - 2.5.2.2 Assessment of breastfeeding success, as applicable.
- 2.5.3 Conducts a minimum of two (2) additional visits prior to the baby turning one, which will focus on:
  - 2.5.3.1 The maternal-infant attachment.
  - 2.5.3.2 Family planning.
  - 2.5.3.3 Child health and safety issues, including but not limited to, well-child visits and immunizations.
- 2.5.4 Administers the Edinburgh screening at regular intervals, which may be administered by either the nurse or home visitor staff:
  - 2.5.4.1 No later than the fourth (4<sup>th</sup>) home visit after enrollment.
  - 2.5.4.2 Two (2) weeks postpartum.
  - 2.5.4.3 Between the sixth (6<sup>th</sup>) and eighth (8<sup>th</sup>) week postpartum.
  - 2.5.4.4 Two (2) weeks from the date of receiving positive results (>12).
- 2.6 The Contractor shall collaborate with families to ensure participation based on parent availability. The Contractor shall:
  - 2.6.1 Use text messaging to communicate the scheduling of visits, as appropriate and preferred by the family.
  - 2.6.2 Reach out to families on a weekly basis using hand written notes at the family home to respectfully reach out to families who may not be home at the scheduled visit time.
  - 2.6.3 Explain the HFA level system to families at enrollment, emphasizing the first six (6) months of involvement with a family, after a baby's birth, is critical for:
    - 2.6.3.1 Parent-infant relationship development.
    - 2.6.3.2 Newborn care and safety.
    - 2.6.3.3 Adjustment to parenthood.
- 2.7 Provide home visiting services in accordance with HFA Best Practice Standards. The Contractor shall:
  - 2.7.1 Implement Creative Outreach to reach out to families for ninety (90) days when necessary as described in the HFA Model.



## Exhibit A Scope of Services

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- 2.7.2 Create Family Goal Plans with the family that show family-identified measurable goals broken down into small steps.
- 2.7.3 Work to attain HFA Accreditation. The Contractor shall:
  - 2.7.3.1 Complete Step 2 – The Site Visit in the Accreditation process by January 1, 2016 and submit a copy of the Accreditation Site Visit Report (SVR) to MCH.
  - 2.7.3.2 Complete Step 3 – Response Period in the Accreditation process within the time period indicated in the Accreditation SVR and submit a copy of final approval by HFA to MCH.
- 2.7.4 Implement, at minimum, one of the following curricula for home visits:
  - 2.7.4.1 Parents as Teachers (PAT) as an annually trained approved user.
  - 2.7.4.2 Growing Great Kids (GGK) with certification training.
- 2.7.5 Develop creative outreach efforts to engage families to receive services.
- 2.7.6 Provide services that support the parent, parent-child interaction and child development.
- 2.7.7 Coordinate with other local service providers including health care providers, social workers and early interventionists.
- 2.7.8 Collaborate with other early childhood serving agencies including those that provide home visiting and family support services.
- 2.7.9 Ensure the twelve (12) critical elements that make up the essential components of the Healthy Families America Model (HFA) are addressed in agency policies.
- 2.8 The Contractor shall provide case management services, which shall include, but is not limited to:
  - 2.8.1 Entering participant health data into the Home Visiting Data System (ETO).
  - 2.8.2 Documenting case notes for all home visits.
  - 2.8.3 Making referrals to other agencies, as appropriate.
  - 2.8.4 Following up on referrals to other agencies.
- 2.9 The Contractor shall develop a broad-based advisory group with a variety of stakeholders to collect input that will assist with the planning, implementation and assessment of sit-related activities.
- 2.10 The Contractor shall develop a release of information authorization form for Department approval. The Contractor shall:
  - 2.10.1 Ensure the Department-approved release of information authorization form is properly executed by program participants and maintained in the client's case file.



## Exhibit A Scope of Services

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- 2.10.2 Maintain the release of information authorization form in the client file in accordance with federal regulations and state laws.
- 2.11 The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation. The Contractor shall:
  - 2.11.1 Utilize staff and family surveys to solicit feedback on programs and services offered.
  - 2.11.2 Review program files on a quarterly basis to determine whether each family is receiving the appropriate level of services, in accordance with the HFA model.
  - 2.11.3 Evaluate the progress of program participant, performance of programs and services provided on a quarterly basis.

### 3. Staffing

- 3.1 The Contractor shall hire staff in accordance with the HFA Best Practice Standards. The Contractor shall providing staff training that includes, but is not limited to:
  - 3.1.1 Cultural Competency
  - 3.1.2 Reporting Child Abuse
  - 3.1.3 Home Safety
  - 3.1.4 Substance Abuse
  - 3.1.5 Managing Crisis Situations
  - 3.1.6 Domestic Violence
  - 3.1.7 Responding to Mental Health
  - 3.1.8 Drug-exposed infants
  - 3.1.9 Community services availability
- 3.2 The Contractor shall ensure staff receive supervision in accordance with the requirements of the HFA Best Practice Standards, including, but not limited to:
  - 3.2.1 Weekly individual supervision that includes, but is not limited to, discussions that reflect brainstorming to overcome barriers to:
    - 3.2.1.1 Completing home visits.
    - 3.2.1.2 Referrals.
  - 3.2.2 Bi-weekly team meetings for support, reflection and case review.
- 3.3 The Contractor shall ensure direct service staff supervisors and program managers meet the minimum qualifications outlined in the HFA Best Practice Standards.



## Exhibit A Scope of Services

- 3.4 The Contractor shall ensure Registered Nurses (RN's) have a minimum of two (2) years of maternal and child health nursing experience and are currently licensed to practice in accordance with RSA 326-B.
- 3.5 The Contractor shall ensure staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, which shall include but not be limited to:
  - 3.5.1 Maternal Child Health (MCH) Agency Directors' Meetings.
  - 3.5.2 MCH Home Visiting Meetings.
  - 3.5.3 MIECHV Staff Training.
  - 3.5.4 MCH Home visiting CQI coaching calls.

### 4. Reporting Requirements

- 4.1 The Contractor shall provide a monthly caseload analysis report for each individual staff member who provides home visits.
- 4.2 The Contractor shall complete and submit data reports using form Exhibit A-1, on a quarterly basis, detailing action plans for improvement to meet the unmet targets for the performance measures outlined in Exhibit A-2, Performance Measures.
- 4.3 The Contractor shall provide a narrative report that includes, but is not limited to:
  - 4.3.1 Highlights of program activities conducted.
  - 4.3.2 Goals for the following quarter.
  - 4.3.3 Goals met for the previous quarter.
- 4.4 The Contractor shall complete and submit Exhibit A-1, Reports on an annual basis, detailing action plans for improvement to meet the performance measures outlined in Exhibit A-2, Performance Measures along with a narrative that includes, but is not limited to:
  - 4.4.1 Information regarding accomplishments and challenges for the program.
  - 4.4.2 Systemic barriers.
  - 4.4.3 Action plans to address barriers.
  - 4.4.4 Family satisfaction survey results that demonstrate a minimum of eighty (80) percent rating of consumer satisfaction each year.
- 4.5 The Contractor shall complete three (3) quarterly reports and one (1) annual report as described in Section 4, Reporting, according to the following schedule:
  - 4.5.1 Quarter 1, July – September DUE 10/15/2015
  - 4.5.2 Quarter 2, October – December DUE 1/15/2016
  - 4.5.3 Quarter 3, January – March DUE 4/15/2016
  - 4.5.4 Annual, July – June DUE 7/15/2016



**Exhibit A**  
**Scope of Services**

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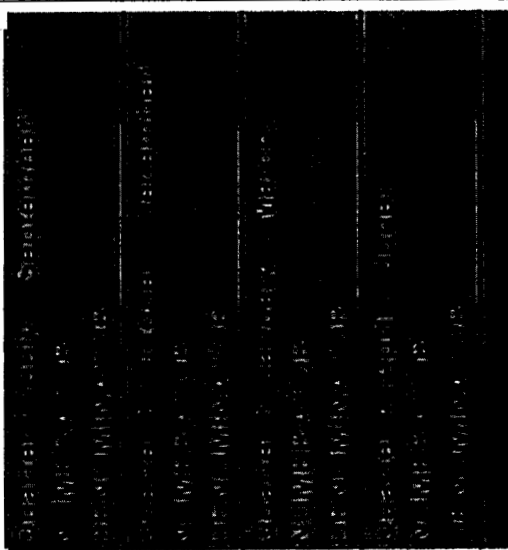
**5. Deliverables**

- 5.1 The Contractor shall complete and submit the Inputs, Activities, and Evaluation sections of Exhibit A-1 within thirty (30) days from the contract effective date.
- 5.2 The contractor shall maintain at least 85% of HFA defined capacity based on the number of Home visitors listed in the staffing plan.
- 5.3 The Contractor shall complete a minimum of three (3) nurse visits after a baby's birth prior to the baby's first (1<sup>st</sup>) birthday
- 5.4 The Contractor shall ensure each pregnant program participant receives a minimum of one (1) nurse visit per trimester.
- 5.5 The Contractor shall submit the release of information authorization form in Section 2.10 to the Department for approval within ten (10) business days from the contract effective date.
- 5.6 The Contractor shall attend 100% of meetings, as described in Section 3.5 or submit an action plan describing the reason for absence and a plan to obtain the information/materials presented.

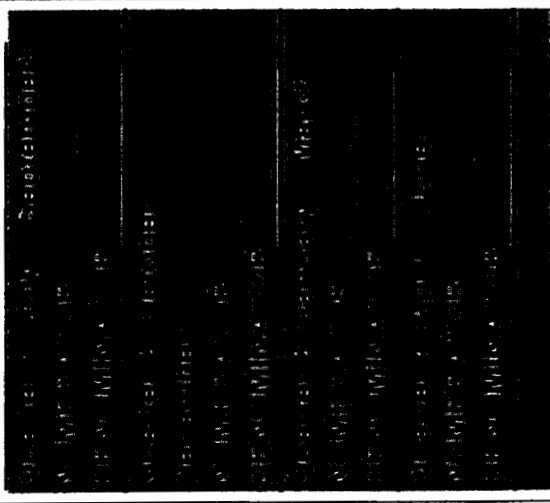
Exhibit A-1  
 Maternal and Child Health Title V  
 Home Visiting NH-Healthy Families America Report

AGENCY NAME: \_\_\_\_\_ SERVICE AREA: \_\_\_\_\_

REPORT COMPLETED BY: \_\_\_\_\_  Quarterly Report  Annual Report

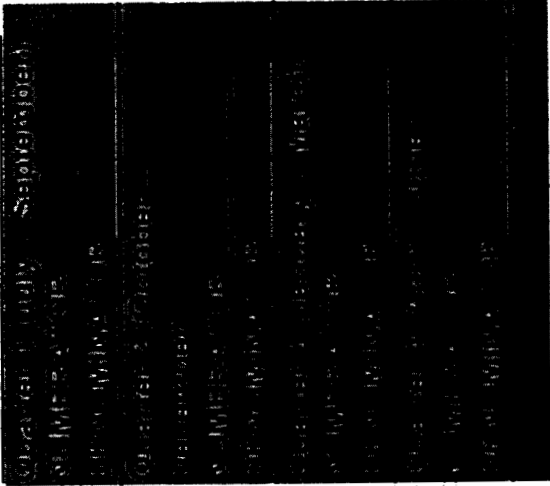
INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #1 (HFA Standard 7-5.B):  70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening between 6-8 weeks postpartum.  SFY 16 Target <u>70%</u>	
	EVALUATION ACTIVITIES		
			

**Exhibit A-1  
Maternal and Child Health Title V  
Home Visiting NH-Healthy Families America Report**

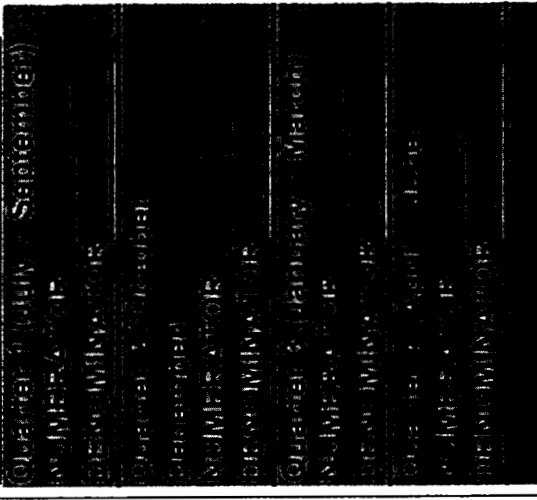
INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
	<p>EVALUATION ACTIVITIES</p>	<p>Performance Measure #2 (HFA Standard 3-4.A):</p> <p>Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline.</p>	
	<p>SFY 15 Actual is baseline</p>		



**Exhibit A-1  
Maternal and Child Health Title V  
Home Visiting NH-Healthy Families America Report**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		<p><b>Performance Measure #3 (HFA Standard 6-7.A):</b></p> <p>95% of children who receive further evaluation after scoring below the "cutoff" on the ASQ-3.</p> <p>SFY 16 Target <u>95%</u></p>	
	<p><b>EVALUATION ACTIVITIES</b></p>		

**Exhibit A-1  
Maternal and Child Health Title V  
Home Visiting NH-Healthy Families America Report**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
	<p align="center"><b>EVALUATION ACTIVITIES</b></p>	<p><b>PROCESS Measure: (HFA Standard 12-1.B)</b></p> <p>All direct service staff receive a minimum of 75% of required weekly individual supervision according to the HFA Standards.</p> 	

**Exhibit A-2 - Performance Measures**  
**Home Visiting New Hampshire- Healthy Families America**  
**(HVNH-HFA)**  
**Performance Measure Definitions Fiscal Year 2016\***

\*For all measures, consider services provided within Exhibit A, Scope of Services from July 1, 2015– June 30, 2016.

**Performance Measure #1**  
**HFA Standard 7-5.B**

**Measure:** 70% percent of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening between 6-8 weeks postpartum.

**Goal:** All post-partum women enrolled in HVNH-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 between 6-8 weeks postpartum

**Denominator-**The total number of women in the program who gave birth in the past fiscal year, who are at least 8 weeks post partum and who were enrolled prior to 6 weeks after the birth of their baby.

**Data Source:** HVNH-HFA Data Records

**Performance Measure #2**  
**HFA Standard 3-4.A**

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

**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 7/1/2014 – 12/31/2014 for quarters 1 and 2 and 1/1/2015 – 6/30/2015 for quarters 3 and 4.

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

## Exhibit A-2 - Performance Measures

### Home Visiting New Hampshire- Healthy Families America (HVNH-HFA) Performance Measure Definitions Fiscal Year 2016\*

#### Performance Measure #3 HFA Standard 6-7.A

**Measure:** 95% of children receive further evaluation after scoring below the "cutoff" on the ASQ-3

**Goal:** All children served who are determined to be at risk for developmental delays, will receive further evaluation.

**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 HVNH-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

#### 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 HVNH-HFA Program in the past fiscal year.

**Data Source:** HVNH-HFA Data Records



## 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) # 93.505 (<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.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor shall submit an invoice by the tenth (10<sup>th</sup>) 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 invoice must be submitted by mail or e-mail to:

NH Department of Health and Human Services  
Division of Public Health Services  
Financial Administrator  
29 Hazen Drive  
Concord, NH 03301

E-mail: [dphscontractbilling@dhhs.state.nh.us](mailto:dphscontractbilling@dhhs.state.nh.us)
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 and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not required additional approval of the Governor and Executive Council.

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 New Hampshire - Healthy Families America

Budget Period: July 1, 2015- June 30, 2016

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHRIS contract share		Total
	Direct Incremental	Indirect	Direct Incremental	Indirect	Direct Incremental	Indirect	
1. Total Salary/Wages	\$ 100,146.66	\$ 12,918.92	\$ 113,065.58	\$ -	\$ 100,146.66	\$ 12,918.92	\$ 113,065.58
2. Employee Benefits	\$ 22,708.63	\$ 2,929.41	\$ 25,638.04	\$ -	\$ 22,708.63	\$ 2,929.41	\$ 25,638.04
3. Consultants	\$ 1,020.00	\$ -	\$ 1,020.00	\$ -	\$ 1,020.00	\$ -	\$ 1,020.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 2,980.00	\$ 384.42	\$ 3,364.42	\$ -	\$ 2,980.00	\$ 384.42	\$ 3,364.42
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 1,700.00	\$ 219.30	\$ 1,919.30	\$ -	\$ 1,700.00	\$ 219.30	\$ 1,919.30
7. Occupancy	\$ 9,910.00	\$ 1,278.39	\$ 11,188.39	\$ -	\$ 9,910.00	\$ 1,278.39	\$ 11,188.39
8. Current Expenses	\$ 8,108.16	\$ 1,045.95	\$ 9,154.11	\$ -	\$ 8,108.16	\$ 1,045.95	\$ 9,154.11
Telephone	\$ 2,364.00	\$ 304.96	\$ 2,668.96	\$ -	\$ 2,364.00	\$ 304.96	\$ 2,668.96
Postage	\$ 100.00	\$ 12.80	\$ 112.80	\$ -	\$ 100.00	\$ 12.80	\$ 112.80
Subscriptions	\$ 6,125.00	\$ 790.13	\$ 6,915.13	\$ -	\$ 6,125.00	\$ 790.13	\$ 6,915.13
Audit and Legal	\$ 180.00	\$ 23.22	\$ 203.22	\$ -	\$ 180.00	\$ 23.22	\$ 203.22
Insurance	\$ 500.00	\$ 64.50	\$ 564.50	\$ -	\$ 500.00	\$ 64.50	\$ 564.50
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ 500.00	\$ 64.50	\$ 564.50	\$ -	\$ 500.00	\$ 64.50	\$ 564.50
10. Staff Education and Training	\$ 3,550.00	\$ 457.95	\$ 4,007.95	\$ -	\$ 3,550.00	\$ 457.95	\$ 4,007.95
11. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Translation Services	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ 250.00
TOTAL	\$ 160,642.45	\$ 20,494.55	\$ 181,137.00	\$ -	\$ 160,642.45	\$ 20,494.55	\$ 181,137.00

12.8%

Indirect As A Percent of Direct

Contractor Initials  
Date 7/13/15



**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;

*EAP*  
Date 7/13/15



- 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 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.

*EAP*  
7/13/15



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. The Department reserves the right to renew the contract for up to three additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

*EAP*

*7/13/15*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



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

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

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

Contractor Name:

7/13/15  
Date

EAP  
Name: Betsy Andrews Parker  
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

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

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

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

Contractor Name:

7/13/15  
Date

GA A Parker  
Name: Betsy Andrews Parker  
Title: Executive Director

Contractor Initials EAP  
Date 7/13/15



**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:

7/13/15  
Date

EAP  
Name: Betsy Andrews Parker  
Title: Executive Director



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

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*EAP*

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

Date 7/13/15



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:

7/13/15  
Date

EA Cd Pa  
Name: Betsy Andrews Parker  
Title: Executive Director

Exhibit G

Contractor Initials EA

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

Date 7/13/15



**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:

7/13/15  
Date

EAD Pa  
Name: Betsy Andrews Parker  
Title: Executive Director

Contractor Initials EAP  
Date 7/13/15



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

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*7/13/15*



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

EAP

7/13/15



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

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7/13/15



Exhibit I

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

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

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Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

NH DHHS  
 The State  
[Signature]  
 Signature of Authorized Representative  
Brook S. Dupree  
 Name of Authorized Representative  
Bureau Chief  
 Title of Authorized Representative  
7/28/15  
 Date

Community Action Partnership of Strafford County  
 Name of the Contractor  
[Signature]  
 Signature of Authorized Representative  
Betsy Andrews Parker  
 Name of Authorized Representative  
Executive Director  
 Title of Authorized Representative  
7/13/15  
 Date



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

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

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

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

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

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

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

Contractor Name:

7/13/15  
Date

*Betsy Andrews Parker*  
Name: *Betsy Andrews Parker*  
Title: *Executive Director*



FORM A

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

1. The DUNS number for your entity is: 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?

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: _____

Contractor Initials Ear  
Date 7/13/15



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Home Visiting  
New Hampshire – Healthy Families Contract**

This 1st Amendment to the Home Visiting New Hampshire – Healthy Families Contract contract (hereinafter referred to as "Amendment #1") dated this 19th day of February, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child and Family Services of New Hampshire (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 464 Chestnut Street, Manchester, NH 03105-0448.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, the State may, renew the Contract for up to three (3) additional years, by written agreement of the parties upon Governor and Executive Council approval; and

WHEREAS the parties agree to renew the contract for two years of the three years available; and

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

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, to read:  
June 30, 2018
2. Form P-37, General Provisions, Block 1.8, to read:  
\$717,268
3. Add Exhibit A, Scope of Services, Paragraph 5, Deliverables, Subparagraph 5.7 to read:  
5.7 The Contractor shall ensure an additional full time position with benefits is hired and assists in providing services in Exhibit A from July 1, 2016 through June 30, 2018.
4. Add Exhibit B-2, Amendment #1, Budget
5. Add Exhibit B-3, Amendment #1, Budget

New Hampshire Department of Health & Human Services  
Home Visiting New Hampshire – Healthy Families



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

4/25/16  
Date

Marcella J. Bobinsky  
Brook Dupree: Marcella J. Bobinsky  
Director, Acting

Child and Family Services of New Hampshire

3/30/16  
Date

Sozia Alvarez de Toledo  
NAME Sozia ALVAREZ DE TOLEDO  
TITLE PRESIDENT & CEO

Acknowledgement:

State of New Hampshire County of Sullivan on 3/30/16,  
before the undersigned officer, personally appeared the person identified above, or  
satisfactorily proven to be the person whose name is signed above, and acknowledged  
that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Marybeth D'Amico, Admin Asst.  
Name and Title of Notary or Justice of the Peace



**New Hampshire Department of Health & Human Services  
Home Visiting New Hampshire – Healthy Families**



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

OFFICE OF THE ATTORNEY GENERAL

5/16/16  
Date

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

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-2 Budget

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

Bidder/Program Name: Child and Family Services of New Hampshire  
Budget Request for: Home Visiting NH - Healthy Families America

Budget Period: July 1, 2016 - June 30, 2017

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 159,356.34	\$ 14,424.00	\$ -	\$ -	\$ 159,356.34	\$ 14,424.00	\$ 173,780.34
2. Employee Benefits	\$ 39,838.66	\$ 2,689.00	\$ -	\$ -	\$ 39,838.66	\$ 2,689.00	\$ 42,527.66
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,205.00	\$ -	\$ -	\$ -	\$ 1,205.00	\$ 1,205.00
Purchase/Depreciation	\$ 1,500.00	\$ 804.00	\$ -	\$ -	\$ 1,500.00	\$ 804.00	\$ 2,304.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 409.00	\$ 112.00	\$ -	\$ -	\$ 409.00	\$ 112.00	\$ 521.00
7. Occupancy	\$ 3,154.00	\$ 384.00	\$ -	\$ -	\$ 3,154.00	\$ 384.00	\$ 3,518.00
8. Current Expenses	\$ 8,466.00	\$ 904.00	\$ -	\$ -	\$ 8,466.00	\$ 904.00	\$ 9,370.00
Telephone	\$ 2,234.00	\$ 429.00	\$ -	\$ -	\$ 2,234.00	\$ 429.00	\$ 2,663.00
Postage	\$ 104.00	\$ -	\$ -	\$ -	\$ 104.00	\$ -	\$ 104.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,532.00	\$ 237.00	\$ -	\$ -	\$ 1,532.00	\$ 237.00	\$ 1,769.00
Board Expenses	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 884.00	\$ 331.00	\$ -	\$ -	\$ 884.00	\$ 331.00	\$ 1,215.00
11. Staff Education and Training	\$ 2,500.00	\$ 99.00	\$ -	\$ -	\$ 2,500.00	\$ 99.00	\$ 2,599.00
12. Subcontracts/Agreements	\$ 4,945.00	\$ 1,486.00	\$ -	\$ -	\$ 4,945.00	\$ 1,486.00	\$ 6,431.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Organization Dues/ Accreditation	\$ 2,950.00	\$ 131.00	\$ -	\$ -	\$ 2,950.00	\$ 131.00	\$ 3,081.00
Interest Expense	\$ -	\$ 3,268.00	\$ -	\$ -	\$ -	\$ 3,268.00	\$ 3,268.00
<b>TOTAL</b>	<b>\$ 229,273.00</b>	<b>\$ 26,483.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 229,273.00</b>	<b>\$ 26,483.00</b>	<b>\$ 255,756.00</b>

Indirect As A Percent of Direct 11.6%

Contractor Initials:   
Date: 3/30/16



Exhibit B-3 Budget

Line Item	Total Program Cost		Contractor Share / Match		Funded by 501(b) contract clients		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 159,356.34	\$ 14,424.00	\$ -	\$ -	\$ 159,356.34	\$ 14,424.00	\$ 173,780.34
2. Employee Benefits	\$ 39,838.66	\$ 2,689.00	\$ -	\$ -	\$ 39,838.66	\$ 2,689.00	\$ 42,527.66
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 1,205.00	\$ -	\$ -	\$ -	\$ 1,205.00	\$ 1,205.00
Purchases/Depreciation	\$ 1,500.00	\$ 804.00	\$ -	\$ -	\$ 1,500.00	\$ 804.00	\$ 2,304.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 409.00	\$ 112.00	\$ -	\$ -	\$ 409.00	\$ 112.00	\$ 521.00
6. Travel	\$ 3,154.00	\$ 364.00	\$ -	\$ -	\$ 3,154.00	\$ 364.00	\$ 3,518.00
7. Occupancy	\$ 8,466.00	\$ 904.00	\$ -	\$ -	\$ 8,466.00	\$ 904.00	\$ 9,370.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,234.00	\$ 429.00	\$ -	\$ -	\$ 2,234.00	\$ 429.00	\$ 2,663.00
Postage	\$ 104.00	\$ -	\$ -	\$ -	\$ 104.00	\$ -	\$ 104.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,532.00	\$ 237.00	\$ -	\$ -	\$ 1,532.00	\$ 237.00	\$ 1,769.00
Board Expenses	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 884.00	\$ 331.00	\$ -	\$ -	\$ 884.00	\$ 331.00	\$ 1,215.00
11. Staff Education and Training	\$ 2,500.00	\$ 99.00	\$ -	\$ -	\$ 2,500.00	\$ 99.00	\$ 2,599.00
12. Subcontracts/Agreements	\$ 4,945.00	\$ 1,486.00	\$ -	\$ -	\$ 4,945.00	\$ 1,486.00	\$ 6,431.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Organization Dues/Accreditation	\$ 2,950.00	\$ 131.00	\$ -	\$ -	\$ 2,950.00	\$ 131.00	\$ 3,081.00
Interest Expense	\$ -	\$ 3,268.00	\$ -	\$ -	\$ -	\$ 3,268.00	\$ 3,268.00
<b>TOTAL</b>	\$ 229,273.00	\$ 26,483.00	\$ -	\$ -	\$ 229,273.00	\$ 26,483.00	\$ 255,756.00

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

Bidder/Program Name: Child and Family Services of New Hampshire

Budget Request for: Home Visiting NH - Healthy Families America

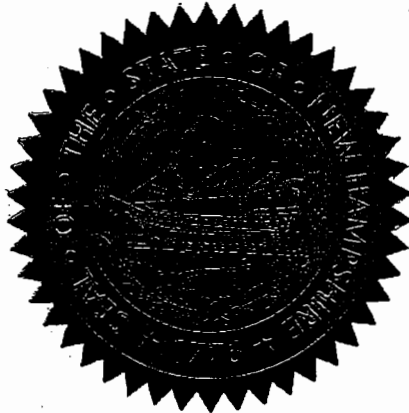
Budget Period: July 1, 2017 - June 30, 2018

Contractor Initials:   
Date: 5/20/16

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 formed September 25, 2014. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27<sup>th</sup> day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "Wm 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 20<sup>th</sup> day of March, 2016.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 30<sup>th</sup> day of March 2016

By William Conrad  
(Name of Elected Officer of the Agency)

Marybeth D. Amico  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 3/6/18





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2016

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: Linda Dacey, CIC	
	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: ldacey@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: AIG Specialty Insurance Co.	
	INSURER C: Travelers Casualty & Surety Co of	31191
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 15-16 All w/16-17WC & F/F 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"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1356559	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 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		PHPK1356559	7/1/2015	7/1/2016	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB504723	7/1/2015	7/1/2016	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 N/A	033571192 (3a.) NH All officers included	4/4/2016	4/4/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Fidelity & Forgery		105912196	4/1/2016	4/1/2017	Limit \$200,000
A	Professional Liability		PHPK1356559	7/1/2015	7/1/2016	Aggregate \$2,000,000

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

**CERTIFICATE HOLDER**

(603) 271-4232 Eric.borrin@dhhs.state.nh.

State of New Hampshire  
 Department of Health and Human Services  
 Contracts and Procurement Unit  
 Brown Building  
 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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Manchester Office Statewide Headquarters  
464 Chestnut St., P.O. Box 448, Manchester, NH 03105  
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, 2014**  
**(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, 2014, 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.

**Auditor's 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 auditor's 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, 2014, 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**

The prior year summarized comparative information has been derived from the consolidated financial statements of Child and Family Services of New Hampshire for the year ended December 31, 2013, which were audited by another auditor who expressed an unmodified opinion on those statements in their report dated March 19, 2014.

## **Other Matters**

### *Emphasis of Matter*

As discussed above, the financial statements Child and Family Services of New Hampshire as of December 31, 2013, and for the year then ended were audited by other auditors. As described in Note 17, these financial statements have been restated. We audited the adjustments described in Note 17 that were applied to restate the 2013 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. However, we were not engaged to audit, review, or apply any procedures to the 2013 financial statements of the Organization other than with respect to such adjustments and, accordingly we do not express an opinion or any other form of assurance on the 2013 financial statements taken as a whole.

### *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 31, 2015 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 31, 2015

**Child and Family Services of New Hampshire**

Consolidated Statement of Financial Position  
December 31, 2014

(with comparative totals as of December 31, 2013)

<u>ASSETS</u>	Unrestricted	Temporarily Restricted	Permanently Restricted	2014 Total	2013 Total
Current Assets:					
Cash and cash equivalents	\$ 516,259	\$ 374,261	\$ -	\$ 890,520	\$ 329,616
Accounts receivable, net	640,899	-	-	640,899	826,082
Prepaid expenses	197,640	-	-	197,640	171,481
Other current assets	-	-	-	-	60,175
Total Current Assets	<u>1,354,798</u>	<u>374,261</u>	<u>-</u>	<u>1,729,059</u>	<u>1,387,354</u>
Investments	14,963,027	594,052	1,353,913	16,910,992	16,978,687
Beneficial interest held in trust	-	-	1,865,853	1,865,853	1,872,875
Property and equipment, net	5,387,494	987,343	-	6,374,837	7,048,577
TOTAL ASSETS	<u>\$ 21,705,319</u>	<u>\$ 1,955,656</u>	<u>\$ 3,219,766</u>	<u>\$ 26,880,741</u>	<u>\$ 27,287,493</u>
<u>LIABILITIES AND NET ASSETS</u>					
Current Liabilities:					
Accounts payable	\$ 141,912	\$ -	\$ -	\$ 141,912	\$ 206,247
Annuities payable	-	-	-	-	362
Accrued payroll and related expenses	472,297	-	-	472,297	622,888
Capital lease payable	-	-	-	-	13,988
Bonds payable	120,000	-	-	120,000	115,000
Total Current Liabilities	<u>734,209</u>	<u>-</u>	<u>-</u>	<u>734,209</u>	<u>958,485</u>
Bonds payable, net of current portion	4,725,005	-	-	4,725,005	4,845,000
Deferred loans - NHHFA	1,250,000	-	-	1,250,000	1,250,000
Interest rate swap agreements	1,326,080	-	-	1,326,080	937,081
TOTAL LIABILITIES	<u>8,035,294</u>	<u>-</u>	<u>-</u>	<u>8,035,294</u>	<u>7,990,566</u>
Net Assets:					
Donor restricted	-	1,955,656	3,219,766	5,175,422	5,160,017
Board designated	14,963,027	-	-	14,963,027	15,147,278
Unrestricted	<u>(1,293,002)</u>	<u>-</u>	<u>-</u>	<u>(1,293,002)</u>	<u>(1,010,368)</u>
Total Net Assets	<u>13,670,025</u>	<u>1,955,656</u>	<u>3,219,766</u>	<u>18,845,447</u>	<u>19,296,927</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 21,705,319</u>	<u>\$ 1,955,656</u>	<u>\$ 3,219,766</u>	<u>\$ 26,880,741</u>	<u>\$ 27,287,493</u>

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, 2014  
(with comparative totals for the year ended December 31, 2013)

	Unrestricted	Temporarily Restricted	Permanently Restricted	2014 Total	2013 Total
<b>Support and Revenue:</b>					
<b>Support:</b>					
Contributions	\$ 836,440	\$ 429,515	\$ 105,399	\$ 1,371,354	\$ 1,491,599
Government grants	7,397,947	-	-	7,397,947	8,394,288
In-kind contributions	178,220	-	-	178,220	120,954
Income from special events, net	217,281	-	-	217,281	299,357
<b>Revenue:</b>					
Service fees	1,673,390	-	-	1,673,390	1,862,787
Other	5,143	-	-	5,143	9,499
<b>Net assets released from restriction:</b>					
Program releases	449,602	(449,602)	-	-	-
Capital campaign releases	74,665	(74,665)	-	-	-
Endowment releases	69,385	(69,385)	-	-	-
Endowment transfer to support operations	718,287	-	-	718,287	694,226
<b>Total Support and Revenue</b>	<b>11,620,360</b>	<b>(164,137)</b>	<b>105,399</b>	<b>11,561,622</b>	<b>12,872,710</b>
<b>Operating Expenses:</b>					
Program	10,639,525	-	-	10,639,525	11,727,966
Management and general	720,679	-	-	720,679	834,321
Fundraising	352,913	-	-	352,913	453,384
<b>Total Operating Expenses</b>	<b>11,713,117</b>	<b>-</b>	<b>-</b>	<b>11,713,117</b>	<b>13,015,671</b>
<b>Change in net assets before non-operating items</b>	<b>(92,757)</b>	<b>(164,137)</b>	<b>105,399</b>	<b>(151,495)</b>	<b>(142,961)</b>
<b>Non-Operating Items:</b>					
Investment income	463,247	81,165	-	544,412	2,545,288
Gain on sale of assets	269,892	-	-	269,892	-
Unrealized gain (loss) on interest rate swap	(388,999)	-	-	(388,999)	621,873
Change in beneficial interest	-	-	(7,022)	(7,022)	136,020
Interest income	19	-	-	19	-
Endowment transfer to support operations	(718,287)	-	-	(718,287)	(694,226)
<b>Total Non-Operating Items</b>	<b>(374,128)</b>	<b>81,165</b>	<b>(7,022)</b>	<b>(299,985)</b>	<b>2,608,955</b>
<b>Change in net assets</b>	<b>(466,885)</b>	<b>(82,972)</b>	<b>98,377</b>	<b>(451,480)</b>	<b>2,465,994</b>
<b>Net Assets, Beginning of Year, as restated</b>	<b>14,136,910</b>	<b>2,038,628</b>	<b>3,121,389</b>	<b>19,296,927</b>	<b>16,830,933</b>
<b>Net Assets, End of Year</b>	<b>\$ 13,670,025</b>	<b>\$ 1,955,656</b>	<b>\$ 3,219,766</b>	<b>\$ 18,845,447</b>	<b>\$ 19,296,927</b>

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, 2014  
(with comparative totals for the year ended December 31, 2013)

	Program Services	General and Administrative	Fundraising	2014 Total	2013 Total
Personnel expense:					
Salaries and wages	\$ 5,917,937	\$ 475,905	\$ 230,734	\$ 6,624,576	\$ 7,454,546
Employee benefits	677,987	71,568	32,983	782,538	911,862
Payroll related costs	677,001	48,704	18,662	744,367	803,127
Mileage reimbursement	544,598	-	-	544,598	644,793
Contracted services	261,930	11,426	11,507	284,863	448,884
Subtotal personnel expense	<u>8,079,453</u>	<u>607,603</u>	<u>293,886</u>	<u>8,980,942</u>	<u>10,263,212</u>
Accounting	-	39,445	-	39,445	38,050
Assistance to individuals	676,459	-	-	676,459	773,845
Communications	165,557	1,114	9,423	176,094	198,213
Conferences, conventions, meetings	28,393	12,525	1,969	42,887	40,198
Depreciation	346,757	5,932	-	352,689	362,791
In kind contributions	173,424	4,668	128	178,220	120,954
Insurance	80,212	2,952	2,060	85,224	73,486
Interest	319,006	173	-	319,179	327,721
Legal	-	1,668	-	1,668	19,086
Membership dues	10,695	8,159	1,910	20,764	17,907
Miscellaneous	38,793	1,584	1,598	41,975	52,713
Occupancy	498,706	9,382	8,690	516,778	453,636
Printing and publications	29,098	947	28,813	58,858	68,857
Rental and equipment maintenance	125,591	21,313	-	146,904	105,590
Supplies	67,381	2,528	1,962	71,871	95,801
Travel	-	686	2,474	3,160	3,611
Total Functional Expenses	<u>\$ 10,639,525</u>	<u>\$ 720,679</u>	<u>\$ 352,913</u>	<u>\$ 11,713,117</u>	<u>\$ 13,015,671</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, 2014  
(with comparative totals for the year ended December 31, 2013)

	<u>2014</u>	<u>2013</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets	\$ (451,480)	\$ 2,465,994
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	352,689	362,791
Restricted contributions	(105,398)	(240,040)
Realized (gain) loss on investments	(51,821)	(435,757)
Unrealized (gain) loss on investments	642,325	(1,191,301)
Change in beneficial interest in trust	7,022	(136,020)
Change in interest rate swap	388,999	(621,872)
(Gain) loss on sale of asset	(269,892)	-
Changes in operating assets and liabilities:		
Accounts receivable	185,183	123,645
Prepaid expenses	(26,159)	(40,814)
Other current liabilities	60,175	14,668
Accounts payable	(64,335)	75,620
Accrued expenses	<u>(150,591)</u>	<u>53,240</u>
Net Cash Provided By Operating Activities	516,717	430,154
<u>Cash Flows From Investing Activities:</u>		
Reinvested income	(522,809)	(396,458)
Proceeds from sale of fixed assets	731,894	-
Purchase of fixed assets	<u>(140,951)</u>	<u>(95,279)</u>
Net Cash Provided By (Used By) Investing Activities	68,134	(491,737)
<u>Cash Flows From Financing Activities:</u>		
Cash restricted for HEFA trust	-	30,000
Restricted contributions	105,398	240,040
Cash advance on line of credit	5,850,785	5,348,845
Payment on line of credit	(5,850,785)	(5,348,845)
Payment of long term debt	(128,983)	(133,181)
Payment on annuity	<u>(362)</u>	<u>(1,125)</u>
Net Cash Provided By (Used By) Financing Activities	<u>(23,947)</u>	<u>135,734</u>
Net Change in Cash and Cash Equivalents	560,904	74,151
Cash and Cash Equivalents, Beginning	<u>329,616</u>	<u>255,465</u>
Cash and Cash Equivalents, Ending	<u>\$ 890,520</u>	<u>\$ 329,616</u>
 SUPPLEMENTAL INFORMATION:		
Interest Paid	<u>\$ 339,881</u>	<u>\$ 319,434</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, 2014

#### 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 573 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 baby's cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, daycare, 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've 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 94 year camp history, and 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 are 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.

### ***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 Circular A-133 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 for the year ended December 31, 2014, 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.

### ***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 fund-raising 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.

### ***Expense Recognition and Allocation***

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 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.

### ***Reclassifications***

Certain accounts in the prior-year consolidated financial statements have been reclassified for comparative purposes to conform to the presentation in the current-year consolidated financial statements.

### ***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 4).
- recurring measurement of beneficial interests in trusts (Note 6).

**3. Concentration of Credit Risk - Cash and Cash Equivalents**

The carrying amount of the Organization's deposits with financial institutions was \$890,520 at December 31, 2014. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at December 31, 2014. The bank balance is categorized as follows:

Insured by FDIC	\$ 327,796
Uninsured and uncollateralized	<u>564,264</u>
Total Bank Balance	<u>\$ 892,060</u>

**4. Investments**

Investments at fair value consist of the following at December 31, 2014:

Mutual funds	\$ 16,578,298
U.S Treasury obligations	<u>332,694</u>
Total	<u>\$ 16,910,992</u>

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, 2014 and 2013, expenses relating to investment revenues, including management fees, amounted to \$91,915 and \$86,474, 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 is 5% 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, 2014. 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.

*U.S. Treasury Obligations:* Determined by the closing bid price on the last business day of the fiscal year if actively traded.

## 5. Accounts Receivable

Receivables consisted of the following at December 31:

	2014			2013		
	Receivable	Allowance	Net	Receivable	Allowance	Net
Grants receivable	\$ 539,091	\$ (4,727)	\$ 534,364	\$ 639,140	\$ (6,805)	\$ 632,335
Fees for service	107,813	(1,428)	106,385	193,747	-	193,747
Travel advances	150	-	150	-	-	-
	<u>\$ 647,054</u>	<u>\$ (6,155)</u>	<u>\$ 640,899</u>	<u>\$ 832,887</u>	<u>\$ (6,805)</u>	<u>\$ 826,082</u>

## 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). One of the funds was established in 2005. 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. The Organization has received distributions from the funds over the last two years.

At December 31, 2014 and 2013, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$833,116 and \$823,141, respectively. The Organization received \$24,247 and \$28,983 from the funds in 2014 and 2013, 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>2014</u>	<u>2013</u>
Greenleaf	100%	\$ 405,687	\$ 412,530
Spaulding	100%	351,865	358,793
Cogswell	50%	<u>275,185</u>	<u>278,411</u>
Total		<u>\$ 1,032,737</u>	<u>\$ 1,049,734</u>

In 2014 and 2013, income distributed by these trusts was \$18,881 and \$39,498, 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, 2012	\$ 1,736,855
Change in value of beneficial interest	<u>136,020</u>
Balance at December 31, 2013	1,872,875
Change in value of beneficial interest	<u>(7,022)</u>
Balance at December 31, 2014	<u>\$ 1,865,853</u>

**7. Property, Equipment and Depreciation**

A summary of the major components of property and equipment is presented below:

	<u>2014</u>	<u>2013</u>
Land and land improvements	\$ 1,114,949	\$ 1,144,949
Buildings and improvements	7,413,804	8,686,995
Furniture, fixtures and equipment	662,586	1,879,897
Vehicles	97,022	128,606
Software	<u>166,590</u>	<u>168,608</u>
Subtotal	9,454,951	12,009,055
Less: accumulated depreciation	<u>(3,080,114)</u>	<u>(4,960,478)</u>
Total	<u>\$ 6,374,837</u>	<u>\$ 7,048,577</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, 2014, and was extended through June 30, 2015. The line carries a variable rate of interest at the Wall Street Journal prime rate (3.25% at December 31, 2014), adjusted at each change in the index. At December 31, 2014 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 2014 and 2013 is added to interest expense in the statement of functional expense. 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, 2014 and 2013, the Organization recorded the swap liability position of approximately \$1,326,080 and \$937,081, 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, 2014, 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>
2015	\$ 120,000
2016	125,000
2017	135,000
2018	140,000
2019	140,000
Thereafter	<u>4,185,005</u>
	<u>\$ 4,845,005</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, 2014, the Board of Trustees had designated \$14,963,027 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 spending policy is 5% 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 the endowment investments as of December 31, 2014, is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Donor-restricted endowment funds	\$ -	\$ 594,052	\$ 1,353,913	\$ 1,947,965
Board-designated endowment funds	<u>14,963,027</u>	<u>-</u>	<u>-</u>	<u>14,963,027</u>
Total funds	<u>\$ 14,963,027</u>	<u>\$ 594,052</u>	<u>\$ 1,353,913</u>	<u>\$ 16,910,992</u>

Changes in endowment net assets as of December 31, 2014 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	\$ 15,147,901	\$ 582,272	\$ 1,248,514	\$ 16,978,687
Contributions	-	-	105,399	105,399
Investment income	463,247	81,165	-	544,412
Net assets released from restriction	(718,287)	(69,385)	-	(787,672)
Timing variances	<u>70,166</u>	<u>-</u>	<u>-</u>	<u>70,166</u>
Endowment net assets, end of year	<u>\$ 14,963,027</u>	<u>\$ 594,052</u>	<u>\$ 1,353,913</u>	<u>\$ 16,910,992</u>

## 12. Temporarily Restricted Net Assets

Temporarily restricted net assets at December 31 were comprised the following:

	<u>2014</u>	<u>2013</u>
Program restrictions:		
Camp	\$ 48,702	\$ 49,194
Child abuse prevention	96,079	154,658
Family counseling	19,594	42,438
Homecare	61,299	19,482
Teen and youth	<u>148,587</u>	<u>128,577</u>
Subtotal	374,261	394,349
Capital campaign restrictions:		
Camp Pavillion	282,178	290,427
Camp Spaulding	398,552	448,328
Teen center	82,005	91,839
Union Street	<u>224,608</u>	<u>231,413</u>
Subtotal	987,343	1,062,007
Cumulative appreciation on permanently restricted net assets	<u>594,052</u>	<u>582,272</u>
Total	<u>\$ 1,955,656</u>	<u>\$ 2,038,628</u>

**13. Net Assets Released from Restriction**

Net assets are released from program restrictions by incurring expenses satisfying the restricted purpose.

**14. Defined Contribution Plan**

The Organization sponsored a defined contribution plan (the Plan) that covered all employees at day of hire and who were at least twenty-one years of age. 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, 2014 and 2013, respectively.

**15. 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 \$120,966 and \$123,341 for the years ended December 31, 2014 and 2013, respectively.

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

<u>Year</u>	<u>Amount</u>
2015	\$ 82,707
2016	82,707
2017	16,217
2018	<u>3,621</u>
Total	<u>\$ 185,252</u>

**16. 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.

**17. Beginning Net Assets Restatement**

In fiscal year 2014, the Organization determined that certain funds previously categorized as temporarily restricted net assets were not subject to donor restrictions. In addition, deferred loans from NHHFA were restated to properly reflect their face value. Accordingly, beginning net assets as of December 31, 2014 have been restated in order to properly reflect donor restricted net assets, as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Net Assets, Beginning of Year	\$ 14,136,915	\$ 2,943,580	\$ 3,121,389	\$ 20,201,884
Reclassify program funds	904,952	(904,952)	-	-
Restate deferred loan balances	<u>(904,957)</u>	<u>-</u>	<u>-</u>	<u>(904,957)</u>
Net Assets, Beginning of Year, as restated	<u>\$ 14,136,910</u>	<u>\$ 2,038,628</u>	<u>\$ 3,121,389</u>	<u>\$ 19,296,927</u>

**18. Subsequent Events**

Subsequent events have been evaluated through March 31, 2015, 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, 2014

(with comparative totals for the year ended December 31, 2013)

	Family Counseling	Teen and Youth	Child Abuse & Family Prevention	Child Abuse Prevention	Early Intervention	Homecare	Residential	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	General and Administration	Fundraising	2014 Total	2013 Total
Salaries	\$ 468,854	\$ 788,545	\$ 1,705,494	\$ 1,154,029	\$ 241,141	\$ 1,340,574	\$ 11,331	\$ 74,829	\$ 76,131	\$ 76,909	\$ 5,917,937	\$ 475,905	\$ 230,734	\$ 6,624,576	\$ 7,454,546
Employee benefits	61,141	97,400	217,813	164,236	42,113	72,501	372	13,100	6,302	3,009	677,987	71,568	32,963	782,538	911,862
Payroll related costs	47,842	84,496	183,781	133,370	24,747	155,059	25,804	6,900	6,335	8,667	677,001	48,704	18,662	744,367	803,127
Mileage reimbursements	13,253	73,430	290,374	81,313	19,941	56,483	801	2,683	521	5,799	544,598	-	-	544,598	644,793
Contracted services	37,625	15,634	25,661	117,415	41,078	6,520	467	7,983	949	8,388	261,930	11,426	11,507	284,863	448,884
Assistance to individuals	22,135	243,823	109,231	287,165	-	6,973	28	12,323	-	14,981	676,489	-	-	676,459	773,845
Communications	11,736	34,316	52,859	32,781	5,771	16,786	732	4,856	1,440	4,270	165,557	1,114	9,423	176,094	198,213
Conferences, conventions, meetings	3,499	4,524	3,388	11,258	1,157	373	7	102	638	3,447	28,393	12,525	1,969	42,887	40,198
Depreciation	26,034	54,817	102,594	70,334	14,173	59,650	2,161	4,889	3,638	8,267	346,757	5,932	-	352,689	362,791
In kind contributions	-	85,633	83,878	3,484	-	-	-	-	-	419	173,424	4,666	128	178,220	120,964
Insurance	4,615	12,822	25,643	20,457	3,261	10,120	853	947	756	738	80,212	2,952	2,060	85,224	73,486
Interest	24,119	50,470	101,630	67,399	14,136	63,688	1,780	4,630	3,438	(12,284)	319,006	173	-	319,179	327,721
Membership dues	469	1,868	1,976	4,878	246	735	7	72	607	37	10,695	8,159	1,910	20,764	17,907
Miscellaneous	2,856	5,351	9,841	9,515	1,657	6,692	183	494	361	1,843	38,793	1,584	1,598	41,975	52,713
Occupancy	38,618	79,865	134,555	86,351	9,405	33,177	9,987	7,103	3,124	96,521	488,706	9,382	6,890	516,778	453,636
Printing and publications	2,119	2,208	5,364	8,113	793	6,197	5	346	640	3,313	29,098	947	28,813	58,857	58,857
Professional fees	-	-	-	-	-	-	-	-	-	-	-	41,113	-	41,113	57,136
Rental and equipment maintenance	15,402	22,050	36,008	33,531	5,021	6,818	826	2,462	1,650	1,823	125,591	21,313	-	146,904	105,590
Supplies	3,363	20,168	11,754	14,712	922	8,308	96	904	853	6,301	67,381	2,528	1,962	71,871	95,801
Travel	-	-	-	-	-	-	-	-	-	-	-	686	2,474	3,160	3,611
<b>Current year totals</b>	<b>\$ 783,780</b>	<b>\$ 1,657,020</b>	<b>\$ 3,102,044</b>	<b>\$ 2,280,351</b>	<b>\$ 425,562</b>	<b>\$ 1,850,864</b>	<b>\$ 55,440</b>	<b>\$ 144,623</b>	<b>\$ 107,383</b>	<b>\$ 232,458</b>	<b>\$ 10,639,525</b>	<b>\$ 720,679</b>	<b>\$ 352,913</b>	<b>\$ 11,713,117</b>	<b>\$ 13,015,671</b>
<b>Prior year totals</b>	<b>\$ 911,726</b>	<b>\$ 1,716,126</b>	<b>\$ 3,652,550</b>	<b>\$ 2,004,988</b>	<b>\$ 408,720</b>	<b>\$ 1,952,380</b>	<b>\$ 578,849</b>	<b>\$ 133,858</b>	<b>\$ 108,281</b>	<b>\$ 260,488</b>	<b>\$ 11,727,966</b>	<b>\$ 834,321</b>	<b>\$ 453,384</b>	<b>\$ 13,015,671</b>	<b>\$ 13,015,671</b>

See Independent Auditors' Report.

## **Board of Trustees 2016**

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**Borja Alvarez de Toledo**  
*President/CEO*

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**Lisa Thorne**

# Maryann Evers LICSW

464 Chestnut Street, PO Box 448, Manchester, NH 03105

603-518-4000 Anneverse@cfsnh.org

## 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

### **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 application submitted

## **Borja Alvarez de Toledo, M.Ed.**

**464 Chestnut Street, Manchester, NH 03105 / 603-518-4300**

**alvarezdetoledob@cfsnh.org**

### **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

**Universidad Pontificia de Comillas**  
Madrid, Spain

1991 - 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* (2<sup>nd</sup> ed.), New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field.* Presented at the 19<sup>th</sup> 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 14<sup>th</sup> 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.**

464 Chestnut St.  
Manchester, NH 03105  
Phone: (603) 518-4113  
Email: [cheekt@cfsnh.org](mailto:cheekt@cfsnh.org)

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.



# Maria Gagnon, MSW

464 Chestnut Street ■ Manchester, NH 03105 ■ (603) 518-4362 ■ [gagnonm@cfsnh.org](mailto:gagnonm@cfsnh.org)

## SKILLS SUMMARY

~Project Management	~Non-Profit Operations	~Strategic Planning
~Project Evaluation	~Budget Development	~Staff Recruitment
~Data to Manage	~Local/Federal Grant Writing	~Staff supervision

## PROFESSIONAL EXPERIENCE

**Child and Family Services** – Manchester, New Hampshire (2013 to present)

### **Senior Vice President, Chief Operating Officer**

- Work with management team to ensure acceptable standards of professional practice & responsiveness to community needs.
- Support and consult with management team in the assignment, supervision, evaluation & termination of employees.
- Participate in preparation of the annual budget, ensure agency programs are administered within budgetary provisions and maintain proper accounting of funds.
- Participate in developing and coordinating sound welfare programs in the community.
- Participate in community collaborations on the local, regional and national level to increase understanding of agency programs.

**FIRST** – Manchester, New Hampshire (2011 to 2013)

### **Director, Corporate & Foundation Relationships**

- Manage team of eight to develop and cultivate strategic relationships with donor organizations to raise \$16 million annually. Responsible for hiring, training and supervising staff. Complete employee evaluations and develop goals for professional growth.
- Maintain and grow existing donor accounts by providing strategic vision, leadership, and direction. Set support level goals, develop short & long-term strategies and implement action plans to meet the growth objectives of *FIRST*. Work across departments to ensure adequate funding.
- Personally grew several major accounts by 50% in first year of position. Companies included Boeing, United Technologies, 3M and Grainger.
- Cultivated new relationships with several large companies including: Deloitte, Intel, MasterCard, Hitachi, Good Samaritan Society, AARP and the military.
- Create annual business plan, maintain accurate donor database, develop reports for agency leadership and participate in major event planning. Serve as spokesperson for the agency at national events.

**CHILD ADVOCACY CENTER** – Hillsborough County, New Hampshire (2010 to 2011)

### **Executive Director**

- Provide strategic leadership & day to day management of the agency. Supervise 4 staff, 2 Americorp Advocates, & student interns. Report directly to the board of directors. Recruit & provide orientation to new board members.
- Grew agency in first year of leadership to include an additional staff person and three new services including: case management, extended forensic interviews and district court advocacy. Met rigorous standards for accreditation through the National Children's Alliance.
- Create annual work plan & budget. Manage funding to support agency operations, write grants and insure appropriate reporting to funding sources.
- Increased budget by 12% in FY2011; exceeded fundraising goals by 66% & served 10% more children. Secure agency funds through grants, contributions by cities & towns, fundraising events and business & individual donations.
- Successfully execute large fundraising events, utilizing staff and volunteer resources. Events include annual gala, triathlon, dance recital, special events & web-based appeal.

- Serve as spokesperson for the organization in the community, through local media outlets and social networks. Provide training to individuals working with children to help with identification of child abuse and to promote responsible reporting.

### **NEW FUTURES – Exeter, New Hampshire (2005 to 2009)**

#### **Director, Adolescent Treatment Initiative and Closing the Treatment Gap Initiative**

- Manage \$5 million dollar investment of the New Hampshire Charitable Foundation & \$600,000 investment of the Open Society Institute. Manage & supervise 6 agencies and 15 staff across NH to implement this project.
- Implement evidence based treatment in five communities across the state. Have expanded use of evidence based practice from 1 agency to 7 in three years. Have provided training to more than 100 clinicians in New Hampshire on the use of evidence based treatment approaches.
- Project demonstrated successful outcomes consistent with or above national standards. Success includes reduction in substance use, decrease in illegal activity and alleviation of mental health symptoms. Clients report high treatment satisfaction.
- Create annual work plan and budget. Provide annual progress report to the New Hampshire Charitable Foundation & Open Society Institute.
- Develop data collection methods and identify target indicators. Utilize outcome data to make adjustments to programs to better serve youth, adults and their families.

### **RECLAIMING FUTURES – Concord, New Hampshire (2002 to 2005)**

#### **State Director**

- Wrote grant to secure \$1.3 million from the Robert Wood Johnson Foundation for Reclaiming Futures.
- Responsible for hiring, supervising and evaluating work of 6 program staff.
- Demonstrated success in 8 out of 13 project indices including: data sharing, partner involvement, client information, targeted treatment, treatment effectiveness, assessment, family involvement, access to services and involvement with pro-social activities.
- Facilitated 5 year strategic planning process in collaboration with state level advisory board. Developed and implemented yearly work plans.
- Institutionalized screening and assessment protocol in juvenile court system reaching 95% of youth across seven jurisdictions. Screen for risk and protective factors to facilitate connection to appropriate services. Expanded juvenile drug courts from 2 sites to 7 in four years with no additional resources.

### **ADDITIONAL PROFESSIONAL EXPERIENCE**

THE YOUTH COUNCIL – Nashua, New Hampshire (1998-2002)

Director of Operations and Program Development/Clinical Social Worker

RIVIER COLLEGE – Nashua, New Hampshire (2009 to 2011)

Adjunct Faculty, Communications Department Grant Writing Skills

NATIONAL CONSULTANT & TRAINER – Train on substance abuse assessment tools in various locations across the country consult on adolescent treatment issues in juvenile justice (2005- 2011)

Completed feasibility study for the NH Dental Association (2011)

### **EDUCATION**

Master's Degree in Social Work (MSW)

University of New Hampshire, 1998

Bachelor's Degree in Social Work (BSW)

Rivier College, 1991

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Borja Alvarez de Toledo	CEO	\$162,510	0	0
Maria Gagnon	COO	\$102,586	0	0
Tony Cheek	CFO	\$100,339	0	0
Maryann Evers	Program Director	\$71,386	30%	\$21,416



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

Marcella Jordan Bobinsky
Acting Director

July 20, 2015 G&C Approved

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

Date 8/26/15
Item # 13

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a retroactive agreement with the vendors listed below for the provision of home visiting services to expectant women and newly parenting individuals in an amount not to exceed \$666,090, retroactive to July 1, 2015 through June 30, 2016, effective upon Governor and Executive Council approval. 100% Federal Funds

Table with 4 columns: Vendor, Vendor Code, Address, Amount. Lists vendors like Community Action Partnership of Strafford County, Central New Hampshire VNA & Hospice, etc.

Funds are anticipated to be available in the following account in State Fiscal Year 2016, pending legislative approval of the next biennial budget.

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

Summary table with 5 columns: SFY, Class, Title, Activity Code, Amount. Shows total amount of \$666,090.

EXPLANATION

This request is retroactive because the proposal review team requested additional information from the vendors, which delayed the receipt of the correctly executed contract documents in time for the June 24, 2015 Governor and Executive Council meeting. Retroactive approval is needed in order to avoid a disruption in services to vulnerable families.

The purpose of this request is to enter into agreements with the five (5) vendors listed above for the provision of home visiting services that support pregnant women and their families through health and parenting education programs. Home visiting services are designed 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.

The selected 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.

These vendors have been providing home visiting services for the past four (4) years in the City of Manchester, Coos County, Carroll County, Strafford County and Sullivan County. They have developed collaborative referral networks, which can provide new mothers and their families with additional assistance programs.

A Request for Proposal was posted on the Department's website on April 1, 2015 through May 1, 2015. Five (5) proposals were received. A team of individuals with extensive program knowledge reviewed the proposals. All five (5) vendors were selected. The bid summary is attached. The Department anticipates the release of another Request for Proposals to meet the need for these services in other parts of the state at a later date.

The agreements contain language that allows the Department to renew the contracts for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval from the Governor and Executive Council.

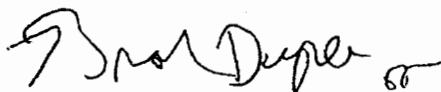
Should the Governor and Executive Council not approve this request, over 700 New Hampshire families may not receive the proper education and access to resources necessary to raise children who are physically, socially and emotionally healthy, which can reduce juvenile delinquency, family violence and crime.

Area Served: City of Manchester and the Counties of Coos, Carroll, Strafford and Sullivan.

Source of Funds: 100% Federal Funds CFDA #93.505, U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA); FAIN # X02MC26332 (July 1, 2015 through September 30, 2015) FAIN # X02MC27409 (October 1, 2015 through June 30, 2016)

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

Respectfully Submitted,



Marcella Jordan Bobinski  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner



**New Hampshire Department of Health and Human Services**  
**Office of Business Operations**  
**Contracts & Procurement Unit**  
**Summary Scoring Sheet**

Home Visiting NH – Healthy Families  
America

RFP #16-DHHS-DPHS-MCH-03

RFP Name

RFP Number

Reviewer Names

1. Erica Proto, Prog Planner, DPHS, Tech
2. Rhonda Siegel, Admin II, DPHS, Tech
3. Albert Willis, Prog Spclst, DPHS, Tech
4. Ellen Chase-Lucard, Admin II, DPHS, Cost
5. Dolores Cooper, Admin II, DPHS, Cost
- 6.
- 7.

Pass/Fail	Maximum Points	Actual Points
	235	199
	235	176
	235	195
	235	205
	235	174

Bidder Name

1. Community Action Partnership of Strafford County
2. Central New Hampshire VNA & Hospice
3. Child & Family Services of NH
4. Good Beginnings of Sullivan County
5. The Family Resource Center

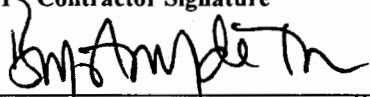
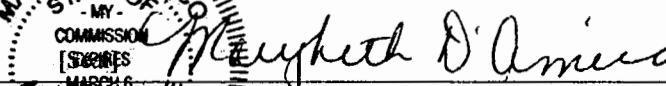
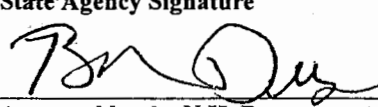
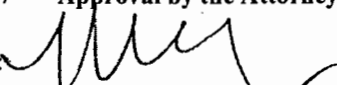
Subject: Home Visiting New Hampshire - Healthy Families America

**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 03301-6504	
1.3 Contractor Name Child and Family Services of New Hampshire		1.4 Contractor Address 464 Chestnut Street P.O. Box 448 Manchester, NH 03105-0448	
1.5 Contractor Phone Number 603-514-4300	1.6 Account Number 05-95-90-902010-5896	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$205,756
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Borja AWAZEZ DE TOLEDO President & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>7/8/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.12 Signature of Notary Public or Justice of the Peace 			
1.13 Name and Title of Notary or Justice of the Peace Marybeth D'Amico, Administrative Asst			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brooks Dupes / Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Yoder Attorney On: 8/7/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials:   JAH    
Date:   7/8/15



## 8. EVENT OF DEFAULT/REMEDIES.

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

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

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

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

## 14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
  - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A Scope of Services

### 1. 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. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will 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/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number, title, total award amount and percentage financed with nongovernmental sources). This information or content and 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."

### 2. Scope of Work

- 2.1 The Contractor shall provide home visiting services to pregnant women and newly parenting families with children up to the age three (3) in the City of Manchester to improve health and development outcomes for at-risk children through evidence-based home visiting programs, with priority given to individuals who:
  - 2.1.1 Are first time mothers.
  - 2.1.2 Have low incomes.
  - 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 abuse or need substance abuse 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.



## Exhibit A Scope of Services

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- 2.1.9 Are in families that include individuals who are serving or have formerly served in the armed forces, including such families that have members of the armed forces who have had multiple deployments outside of the United States.
- 2.2 The Contractor shall determine eligibility for services using a two-step process. The Contractor shall:
  - 2.2.1 Accept referrals from Catholic Medical Center Pregnancy Care Center and the Manchester Community Health Center.
  - 2.2.2 Utilize the Parent Survey on the first visit/intake to gather comprehensive information about the family and prioritize clients who meet five (5) of the nine (9) HFA-identified risk factors.
  - 2.2.3 Provide home visiting services to:
    - 2.2.3.1 English speaking families who score a 45 or above.
    - 2.2.3.2 Non-English speakers who score a 25 or above.
- 2.3 The Contractor shall maintain enrollment at a minimum of 85% capacity, through monthly reviews of caseloads. The Contractor shall:
  - 2.3.1 Review the capacity report on a monthly basis.
  - 2.3.2 Implement strategies around outreach when enrollment rates fall below 85% capacity.
- 2.4 The Contractor shall ensure program staff establish a relationship with each family in order to keep families interested and connected over time. The Contractor shall:
  - 2.4.1 Provide flexible service delivery, including late afternoon and early evening visits for families who have no other option but to meet during those times.
  - 2.4.2 Foster respectful partnerships between parents and home visitors.
  - 2.4.3 Engage all family members and promote the involvement of all family members. Engagement shall include, but not be limited to using incentives, that may include but are not limited to entering the family's name in drawings for gift cards.
  - 2.4.4 Remain consistent with visits and supports, in order to build on existing strengths while encouraging and coaching families to build on skills, including but not limited to communication skills that are needed for self-sufficiency and to advocate for their children.
- 2.5 The Contractor shall provide home visiting services that include home visits by nurses during the prenatal and post-partum periods. The Contractor shall ensure the nurse:
  - 2.5.1 Conducts one (1) home visit per trimester in order to focus on specific pregnancy health issues to ensure the mother's understanding of:



## Exhibit A Scope of Services

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- 2.5.1.1 All health and nutritional recommendations.
- 2.5.1.2 Signs and symptoms of premature labor.
- 2.5.1.3 The effects of harmful substances including, but not limited to, tobacco, alcohol, and drugs, on the unborn child.
- 2.5.1.4 Risk factors including but not limited to:
  - 2.5.1.4.1 History of depression.
  - 2.5.1.4.2 Symptoms of postpartum depression.
- 2.5.1.5 Importance of receiving early treatment for depression.
- 2.5.2 Conducts one (1) nurse visit within two (2) weeks of the baby's birth in order to conduct a maternal and newborn health assessment, which includes, but is not limited to:
  - 2.5.2.1 The Edinburgh screening for postpartum depression
  - 2.5.2.2 Assessment of breastfeeding success, as applicable.
- 2.5.3 Conducts a minimum of two (2) additional visits prior to the baby turning one, which will focus on:
  - 2.5.3.1 The maternal-infant attachment.
  - 2.5.3.2 Family planning.
  - 2.5.3.3 Child health and safety issues, including but not limited to, well-child visits and immunizations.
- 2.5.4 Administers the Edinburgh screening at regular intervals, which may be administered by either the nurse or home visitor staff between the sixth (6<sup>th</sup>) and eighth (8<sup>th</sup>) week postpartum.
- 2.6 The Contractor shall collaborate with families to ensure participation based on parent availability. The Contractor shall:
  - 2.6.1 Ensure program participants are provided with contact information for their nurse and home visitor as well as with the supervisor who provides coverage, as needed.
  - 2.6.2 Ensure all clients have the Contractor's after-hours telephone number that clients can call to reach the supervisor.
- 2.7 Provide home visiting services in accordance with HFA Best Practice Standards. The Contractor shall:
  - 2.7.1 Create Family Goal Plans with the family that show family-identified measurable goals broken down into small steps.
  - 2.7.2 Work to attain HFA Accreditation. The Contractor shall:
    - 2.7.2.1 Complete Step 2 – The Site Visit in the Accreditation process by January 1, 2016 and submit a copy of the Accreditation Site Visit Report (SVR) to MCH.



## Exhibit A Scope of Services

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- 2.7.2.2 Complete Step 3 – Response Period in the Accreditation process within the time period indicated in the Accreditation SVR and submit a copy of final approval by HFA to MCH.
- 2.7.3 Implement, at minimum, one of the following curricula for home visits:
  - 2.7.3.1 Parents as Teachers (PAT) as an annually trained approved user.
  - 2.7.3.2 Growing Great Kids (GGK) with certification training.
- 2.7.4 Provide services that support the parent, parent-child interaction and child development.
  - 2.7.5 Ensure the twelve (12) critical elements that make up the essential components of the Healthy Families America Model (HFA) are addressed in agency policies.
- 2.8 The Contractor shall coordinate and collaborate 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.
  - 2.8.4 Other home visiting and family support services.
- 2.9 The Contractor shall provide case management services, which shall include, but is not limited to:
  - 2.9.1 Entering participant health data into the Home Visiting Data System (ETO).
  - 2.9.2 Documenting case notes for all home visits.
  - 2.9.3 Making referrals to other agencies, as appropriate.
  - 2.9.4 Following up on referrals to other agencies.
- 2.10 The Contractor shall develop a broad-based advisory group to collect input that will assist with the planning, implementation and assessment of site-related activities. The advisory group stakeholders shall include, but are not limited to:
  - 2.10.1 Catholic Medical Center.
  - 2.10.2 Elliot Hospital.
  - 2.10.3 Manchester Community Health Center/Child Health Services.
  - 2.10.4 Southern NH Services.
  - 2.10.5 Moore Center.
  - 2.10.6 Easter Seals.
  - 2.10.7 Manchester Mental Health.



## Exhibit A Scope of Services

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- 2.11 The Contractor shall develop a release of information authorization form for Department approval. The Contractor shall:
  - 2.11.1 Ensure the Department-approved release of information authorization form is properly executed by program participants and maintained in the client's case file.
  - 2.11.2 Maintain the release of information authorization form in the client file in accordance with federal regulations and state laws.
- 2.12 The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation. The Contractor shall:
  - 2.12.1 Utilize staff and family surveys to solicit feedback on programs and services offered.
  - 2.12.2 Review program files on a quarterly basis to determine whether each family is receiving the appropriate level of services, in accordance with the HFA model.
  - 2.12.3 Evaluate the progress of program participant, performance of programs and services provided on a quarterly basis.
- 3. **Staffing**
  - 3.1 The Contractor shall hire staff in accordance with the HFA Best Practice Standards. The Contractor shall providing staff training that includes, but is not limited to:
    - 3.1.1 Cultural Competency
    - 3.1.2 Reporting Child Abuse
    - 3.1.3 Home Safety
    - 3.1.4 Substance Abuse
    - 3.1.5 Managing Crisis Situations
    - 3.1.6 Domestic Violence
    - 3.1.7 Responding to Mental Health
    - 3.1.8 Drug-exposed infants
    - 3.1.9 Community services availability
  - 3.2 The Contractor shall ensure staff receive supervision in accordance with the requirements of the HFA Best Practice Standards, including, but not limited to:
    - 3.2.1 Weekly individual supervision that includes, but is not limited to, discussions that reflect brainstorming to overcome barriers to:
      - 3.2.1.1 Completing home visits.
      - 3.2.1.2 Referrals.
    - 3.2.2 Bi-weekly team meetings for support, reflection and case review.



## Exhibit A Scope of Services

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- 3.3 The Contractor shall ensure direct service staff supervisors and program managers meet the minimum qualifications outlined in the HFA Best Practice Standards.
- 3.4 The Contractor shall ensure Registered Nurses (RN's) have a minimum of two (2) years of maternal and child health nursing experience and are currently licensed to practice in accordance with RSA 326-B.
- 3.5 The Contractor shall ensure staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, which shall include but not be limited to:
  - 3.5.1 Maternal Child Health (MCH) Agency Directors' Meetings.
  - 3.5.2 MCH Home Visiting Meetings.
  - 3.5.3 MIECHV Staff Training.
  - 3.5.4 MCH Home Visiting CQI coaching calls.

### 4. Reporting Requirements

- 4.1 The Contractor shall provide a monthly caseload analysis report for each individual staff member who provides home visits.
- 4.2 The Contractor shall complete and submit data reports using form Exhibit A-1, on a quarterly basis, detailing action plans for improvement to meet unmet targets for the performance measures outlined in Exhibit A-2, Performance Measures.
- 4.3 The Contractor shall provide a narrative report that includes, but is not limited to:
  - 4.3.1 Highlights of program activities conducted.
  - 4.3.2 Goals for the following quarter.
  - 4.3.3 Goals met for the previous quarter.
- 4.4 The Contractor shall complete and submit Exhibit A-1, Reports on an annual basis, detailing action plans for improvement to meet the performance measures outlined in Exhibit A-2, Performance Measures along with a narrative that includes, but is not limited to:
  - 4.4.1 Information regarding accomplishments and challenges for the program.
  - 4.4.2 Systemic barriers.
  - 4.4.3 Action plans to address barriers.
  - 4.4.4 Family satisfaction survey results that demonstrate a minimum of eighty (80) percent rating of consumer satisfaction each year.
- 4.5 The Contractor shall complete three (3) quarterly reports and one (1) annual report as described in Section 4, Reporting, according to the following schedule:
  - 4.5.1 Quarter 1, July – September DUE 10/15/2015
  - 4.5.2 Quarter 2, October – December DUE 1/15/2016
  - 4.5.3 Quarter 3, January – March DUE 4/15/2016





**Exhibit A**  
**Scope of Services**

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4.5.4 Annual, July – June

DUE 7/15/2016

**5. Deliverables**

- 5.1 The Contractor shall complete and submit the Inputs, Activities, and Evaluation sections of Exhibit A-1 within thirty (30) days from the contract effective date.
- 5.2 The Contractor shall maintain an HFA capacity of 85% or higher based on the number of home visitors included in the staffing plan.
- 5.3 The Contractor shall complete a minimum of three (3) nurse visits after a baby's birth prior to the baby's first (1<sup>st</sup>) birthday
- 5.4 The Contractor shall ensure each pregnant program participant receives a minimum of one (1) nurse visit per trimester.
- 5.5 The Contractor shall submit the release of information authorization form in Section 2.10 to the Department for approval within ten (10) business days from the contract effective date.
- 5.6 The Contractor shall attend 100% of meetings, as described in Section 3.5 or submit an action plan describing the reason for absence and a plan to obtain the information/materials presented.

**Exhibit A-1**  
**Maternal and Child Health Title V**  
**Home Visiting NH-Healthy Families America Report**

AGENCY NAME: \_\_\_\_\_ SERVICE AREA: \_\_\_\_\_

REPORT COMPLETED BY: \_\_\_\_\_  Quarterly Report  Annual Report

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
	<p>EVALUATION ACTIVITIES</p>	<p>Performance Measure #1 (HFA Standard 7-5.B):</p> <p>70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening between 6-8 weeks postpartum.</p> <p>SFY 16 Target_ <u>70%</u></p>	
		<p>Quarter 1 (July - September)            NUMERATOR _____            DENOMINATOR _____</p> <p>Quarter 2 (October - December)            NUMERATOR _____            DENOMINATOR _____</p> <p>Quarter 3 (January - March)            NUMERATOR _____            DENOMINATOR _____</p> <p>Quarter 4 (April - June)            NUMERATOR _____            DENOMINATOR _____</p>	

Contractor Initials: JKF  
Date: 7/8/15

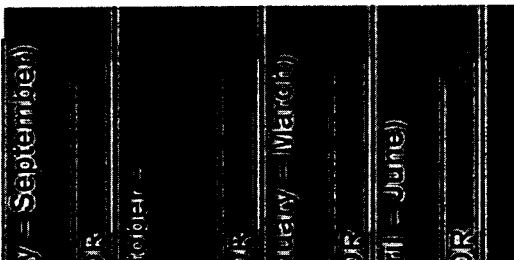
Exhibit A-1  
 Maternal and Child Health Title V  
 Home Visiting NH-Healthy Families America Report

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
	<p data-bbox="403 1064 660 1535"></p> <p data-bbox="660 1064 1379 1535" style="text-align: center;"><b>EVALUATION ACTIVITIES</b></p>	<p data-bbox="403 592 660 1064">Performance Measure #2 (HFA Standard 3-4.A): Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline.</p> <p data-bbox="660 592 1379 1064">SFY 15 Actual is baseline</p> <div style="background-color: black; color: white; padding: 5px;"> <p>Quarter 1 (July - September)            NUMERATOR _____            DENOMINATOR _____</p> <p>Quarter 2 (October - December)            NUMERATOR _____            DENOMINATOR _____</p> <p>Quarter 3 (January - March)            NUMERATOR _____            DENOMINATOR _____</p> <p>Quarter 4 (April - June)            NUMERATOR _____            DENOMINATOR _____</p> </div>	

**Exhibit A-1**  
**Maternal and Child Health Title V**  
**Home Visiting NH-Healthy Families America Report**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		Performance Measure #3 (HFA Standard 6-7.A):  95% of children who receive further evaluation after scoring below the "cutoff" on the ASQ-3.	
	EVALUATION ACTIVITIES	SFY 16 Target <u>95%</u>	
		<div style="background-color: black; color: white; padding: 5px;">             Quarter 1 (July - September)              NUMERATOR              DENOMINATOR               Quarter 2 (October - December)              NUMERATOR              DENOMINATOR               Quarter 3 (January - March)              NUMERATOR              DENOMINATOR               Quarter 4 (April - June)              NUMERATOR              DENOMINATOR           </div>	

**Exhibit A-1  
Maternal and Child Health Title V  
Home Visiting NH-Healthy Families America Report**

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

**Exhibit A-2 - Performance Measures**  
**Home Visiting New Hampshire- Healthy Families America**  
**(HVNH-HFA)**  
**Performance Measure Definitions Fiscal Year 2016\***

\*For all measures, consider services provided within Exhibit A, Scope of Services from July 1, 2015– June 30, 2016.

**Performance Measure #1**  
**HFA Standard 7-5.B**

- Measure:** 70% percent of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening between 6-8 weeks postpartum.
- Goal:** All post-partum women enrolled in HVNH-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 between 6-8 weeks postpartum
- Denominator-**The total number of women in the program who gave birth in the past fiscal year, who are at least 8 weeks post partum and who were enrolled prior to 6 weeks after the birth of their baby.
- Data Source:** HVNH-HFA Data Records

**Performance Measure #2**  
**HFA Standard 3-4.A**

- Measure:** Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline.
- 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 7/1/2014 – 12/31/2014 for quarters 1 and 2 and 1/1/2015 – 6/30/2015 for quarters 3 and 4.
- 
- Data Source:** HVNH-HFA Data Records, HFA methodology for measuring retention rates

**Exhibit A-2 - Performance Measures**  
**Home Visiting New Hampshire- Healthy Families America**  
**(HVNH-HFA)**  
**Performance Measure Definitions Fiscal Year 2016\***

**Performance Measure #3**  
**HFA Standard 6-7.A**

- Measure:** 95% of children receive further evaluation after scoring below the "cutoff" on the ASQ-3
- Goal:** All children served who are determined to be at risk for developmental delays, will receive further evaluation.
- 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 HVNH-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

**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 HVNH-HFA Program in the past fiscal year.
- Data Source:** HVNH-HFA Data Records



## 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) # 93.505 (<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.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor shall submit an invoice by the tenth (10<sup>th</sup>) 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 invoice must be submitted by mail or e-mail to:

NH Department of Health and Human Services  
Division of Public Health Services  
Financial Administrator  
29 Hazen Drive  
Concord, NH 03301  
E-mail: [dphscontractbilling@dhhs.state.nh.us](mailto:dphscontractbilling@dhhs.state.nh.us)
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 and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not required additional approval of the Governor and Executive Council.

BAF  
7/8/15



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

Bidder/Program Name: Child and Family Services of New Hampshire

Budget Request for: Home Visiting NH - Healthy Families America

Budget Period: July 1, 2015 - June 30, 2016

Line Item	Direct (Insured)		Indirect (Self)		Total		Contract Name	Contract #	Contract Start	Contract End
	Amount	%	Amount	%	Amount	%				
1. Total Salary/Wages	\$ 111,348.64		\$ 10,250.00		\$ 121,598.64					
2. Employee Benefits	\$ 44,539.48		\$ 2,513.00		\$ 47,052.48					
3. Consultants										
4. Equipment										
5. Rental										
6. Repair and Maintenance			\$ 1,141.00		\$ 1,141.00					
7. Purchase/Depreciation	\$ 1,500.00		\$ 811.00		\$ 2,311.00					
8. Supplies	\$ 200.00				\$ 200.00					
9. Educational										
10. Lab										
11. Pharmacy										
12. Medical										
13. Office	\$ 409.00		\$ 95.00		\$ 504.00					
14. Travel	\$ 3,154.00		\$ 281.00		\$ 3,435.00					
15. Occupancy	\$ 8,486.00		\$ 943.00		\$ 9,429.00					
16. Current Expenses										
17. Telephone	\$ 2,234.00		\$ 384.00		\$ 2,618.00					
18. Postage	\$ 104.00				\$ 104.00					
19. Subscriptions										
20. Audit and Legal										
21. Insurance	\$ 1,532.00		\$ 203.00		\$ 1,735.00					
22. Board Expenses	\$ 1,200.00				\$ 1,200.00					
23. Software										
24. Marketing/Communications	\$ 884.00				\$ 884.00					
25. Staff Education and Training	\$ 2,317.00		\$ 223.00		\$ 2,540.00					
26. Subcontracts/Agreements	\$ 4,945.00		\$ 1,236.00		\$ 6,181.00					
27. Other (Specify details mandatory)										
28. Organization Dues/ Accreditation	\$ 1,425.00		\$ 87.00		\$ 1,512.00					
29. Interest Expense			\$ 3,226.00		\$ 3,226.00					
<b>TOTAL</b>	\$ 184,266.10		\$ 21,498.00		\$ 205,764.10					

Indirect As A Percent of Direct 11.7%

Contractor Initials: *[Signature]*  
Date: 7/18/15



**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;

BAT  
7/8/15



- 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 (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

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7/8/15



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

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Date 7/18/15



- 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. The Department reserves the right to renew the contract for up to three additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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7/18/15



**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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Date 7/8/15



New Hampshire Department of Health and Human Services  
Exhibit D

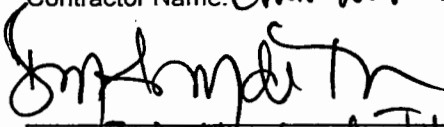


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 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.

7/8/15  
Date

Contractor Name: Child and Family Services of NH  
  
Name: Soja Alvarez de Toledo  
Title: President CEO



**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.

7/8/15  
Date

Contractor Name: Child and Family Services of NH

S. Alvarez

Name: Sorja Alvarez de Toledo  
Title: President & CEO

Exhibit E – Certification Regarding Lobbying

Contractor Initials SAF



**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.

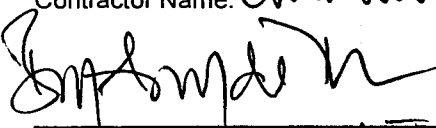
**PRIMARY COVERED TRANSACTIONS**

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 (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.

7/8/15  
Date

Contractor Name: Child and Family Services of NH  
  
Name: Soja Alvarez de Toledo  
Title: President & CEO

Contractor Initials BA  
Date 7/8/15



**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

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Date

7/8/15

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.

7/15/15  
Date

Contractor Name: Child and Family Services of NH  
[Signature]  
Name: Sofia Alvarez de Toledo  
Title: President & CEO

Exhibit G

Contractor Initials BAF

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

Date 7/18/15



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.

7/8/15  
Date

Contractor Name: Child and Family Services of NH  
  
Name: Grijalva Alvarez de Toledo  
Title: President & CEO

Contractor Initials GAT  
Date 7/8/15



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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





Exhibit I

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

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

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



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

- ~~c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.~~

- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

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

NH DHHS  
 The State  
[Signature]  
 Signature of Authorized Representative  
Rick S. Dupee  
 Name of Authorized Representative  
Bureau Chief  
 Title of Authorized Representative  
7/28/15  
 Date

Child and Family Services of NH  
 Name of the Contractor  
[Signature]  
 Signature of Authorized Representative  
Sorja Alvarez de Toledo  
 Name of Authorized Representative  
President & CEO  
 Title of Authorized Representative  
7/8/15  
 Date



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

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

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

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

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

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

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

Contractor Name: *Child and Family Service of NH*

*[Signature]*

Name: *Borja Alvarez de Toledo*  
Title: *President & CEO*

7/8/15  
Date

Contractor Initials *[Signature]*  
Date 7/8/15

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: _____



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Home Visiting  
New Hampshire – Healthy Families Contract**

This 1st Amendment to the Home Visiting New Hampshire – Healthy Families Contract contract (hereinafter referred to as "Amendment #1") dated this 12<sup>th</sup> day of February, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the Family Resource Center at Gorham (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 123 Main Street, Gorham, NH 03581.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may, renew the Contract for up to three (3) additional years, by written agreement of the parties upon Governor and Executive Council approval; and

WHEREAS the parties agree to renew the contract for two years of the three year renewal option; and

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

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, to read:  
June 30, 2018
2. Form P-37, General Provisions, Block 1.8, to read:  
\$275,781
3. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 3, to read:  
Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibit B-1, Budget; Exhibit B-2, Amendment #1, Budget; Exhibit B-3, Amendment #1, Budget.
4. Add Exhibit B-2, Amendment #1, Budget
5. Add Exhibit B-3, Amendment #1, Budget



New Hampshire Department of Health & Human Services  
Home Visiting New Hampshire – Healthy Families



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

4/25/16  
Date

Marcella J. Bobinsky  
~~Brook Dupee~~ Marcella J. Bobinsky  
Director, Acting

Family Resource Center at Gorham

3/21/16  
Date

Natha Mori  
NAME  
TITLE President

Acknowledgement:

State of NH, County of Coos on 3/21/16,  
before the undersigned officer, personally appeared the person identified above, or  
satisfactorily proven to be the person whose name is signed above, and acknowledged  
that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Marie E. Delisle - Notary  
Name and Title of Notary or Justice of the Peace  
09-18-2018

**New Hampshire Department of Health & Human Services  
Home Visiting New Hampshire – Healthy Families**



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

OFFICE OF THE ATTORNEY GENERAL

5/16/14  
Date

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

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-2, Amendment #1, Budgets

New Hampshire Department of Health and Human Services

Bidder/Program Name: The Family Resource Center

Budget Request for: Home Visiting New Hampshire - Healthy Families America

Budget Period: July 1, 2016 to June 30, 2017

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect	Direct Incremental	Indirect	Direct Incremental	Indirect	
1. Total Salary/Wages	\$ 58,043.52	\$ 6,719.00	\$ -	\$ -	\$ 58,043.00	\$ 6,719.00	\$ 64,762.00
2. Employee Benefits	\$ 11,029.00	\$ 1,638.05	\$ -	\$ -	\$ 11,029.00	\$ 1,638.00	\$ 12,667.00
3. Consultants	\$ 1,080.00	\$ -	\$ -	\$ -	\$ 1,080.00	\$ -	\$ 1,080.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
6. Travel	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
7. Occupancy	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 780.00	\$ -	\$ -	\$ -	\$ 780.00	\$ -	\$ 780.00
Postage	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Insurance	\$ 1,125.00	\$ -	\$ -	\$ -	\$ 1,125.00	\$ -	\$ 1,125.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Staff Education and Training	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
11. Subcontracts/Agreements	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
12. Other (printing)	\$ 663.00	\$ -	\$ -	\$ -	\$ 663.00	\$ -	\$ 663.00
HFA Affiliation Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 83,870.52</b>	<b>\$ 8,357.05</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 83,870.00</b>	<b>\$ 8,357.00</b>	<b>\$ 91,927.00</b>

10.0%

Indirect As A Percent of Direct

Contractor Initials: NM  
Date: 3/2/16

Exhibit B-3, Amendment #1, Budgets

New Hampshire Department of Health and Human Services

Bidder/Program Name: The Family Resource Center

Budget Request for: Home Visiting New Hampshire - Healthy Families America

Budget Period: July 1, 2017 to June 30, 2018

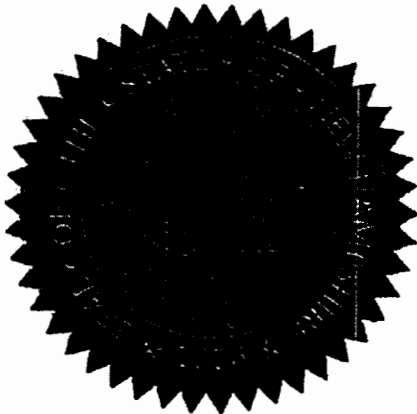
Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share	
	Direct Incremental	Fixed	Direct Incremental	Fixed	Direct Incremental	Fixed
1. Total Salary/Wages	\$ 58,043.52	\$ 6,719.00	\$ -	\$ -	\$ 58,043.00	\$ 6,719.00
2. Employee Benefits	\$ 11,029.00	\$ 1,638.05	\$ -	\$ -	\$ 11,029.00	\$ 1,638.05
3. Consultants	\$ 1,080.00	\$ -	\$ -	\$ -	\$ 1,080.00	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -
6. Travel	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -
7. Occupancy	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,250.00	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 780.00	\$ -	\$ -	\$ -	\$ 780.00	\$ -
Postage	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -
Insurance	\$ 1,125.00	\$ -	\$ -	\$ -	\$ 1,125.00	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (printing)	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -
HFA Affiliation Fee	\$ 663.00	\$ -	\$ -	\$ -	\$ 663.00	\$ -
<b>TOTAL</b>	<b>\$ 83,870.52</b>	<b>\$ 8,357.05</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 83,870.00</b>	<b>\$ 8,357.00</b>
<b>Indirect As A Percent of Direct</b>		10.0%				

Contractor Initials: **NM**  
 Date: **3/21/16**

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 formed April 3, 1997. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22<sup>nd</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Nathan Morin, do hereby certify that:

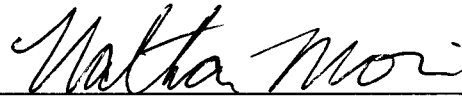
1. I am a duly elected Officer of The Family Resource Center at Gorham.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 21, 2016:

**RESOLVED:** That the President

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 March 21, 2016.

4. Nathan Morin is the duly elected Board President of the Agency.



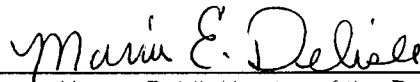
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 21st day of March, 2016.

By Nathan Morin, Board President of The Family Resource Center at Gorham



(Notary Public/Justice of the Peace)

Commission Expires: 09-18-2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2016

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).

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Fairley Kenneally <b>PHONE (A/C No, Ext):</b> (603) 293-2791 <b>E-MAIL ADDRESS:</b> fairley@esinsurance.com	<b>FAX (A/C, No):</b> (603) 293-7188													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Great American Ins Group</td> <td></td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Ins Group		INSURER B: Travelers Property Casualty Co of	25674	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Family Resource Center at Gorham 123 Main Street Gorham NH 03581															

**COVERAGES**

CERTIFICATE NUMBER: 2016

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	ADDD SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MAC3793560-10	5/10/2016	5/10/2017	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
A	<b>AUTOMOBILE LIABILITY</b> <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		MAC3793560-10	05/10/2016	05/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UMB113778401	5/10/2016	5/10/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	6JUB2E64693-3-16	1/1/2016	1/1/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER**

State of NH DHHS  
 Contracts and Procurement Unit  
 Attn: Denise Sherburne  
 129 Pleasant Street Brown Bldg  
 Concord, NH 03301-3857

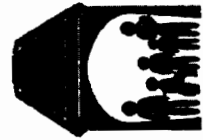
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
 F Kenneally/FAIRLE *Fairley Kenneally*

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THE FAMILY RESOURCE CENTER



MISSION:

TO BUILD HEALTHIER FAMILIES AND STRONGER COMMUNITIES  
THROUGH POSITIVE RELATIONSHIPS, PROGRAMS AND  
COLLABORATIONS IN THE NORTH COUNTRY.

VISION:

FAMILIES ARE VALUED AND ENGAGED IN THEIR COMMUNITIES

CORE VALUES:

OPEN EXCHANGE OF IDEAS  
CATALYST FOR POSITIVE CHANGE  
PARTNER WITH INDIVIDUALS, FAMILIES AND COMMUNITY  
BUILD LEADERSHIP CAPACITY

TAG LINE:

STRENGTHENING FAMILIES, BUILDING COMMUNITIES



*Financial Statements*

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**FAMILY RESOURCE CENTER AT GORHAM**

**FOR THE YEARS ENDED JUNE 30, 2014 AND 2013  
AND  
INDEPENDENT AUDITORS' REPORT**

---

**FAMILY RESOURCE CENTER AT GORHAM**

**FINANCIAL STATEMENTS**

**JUNE 30, 2014**

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To the Board of Directors  
Family Resource Center at Gorham  
Gorham, New Hampshire

### INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Family Resource Center at Gorham, (a nonprofit organization) which comprise the statements of financial position as of June 30, 2014 and 2013, and the related statements of cash flows, and notes to financial statements for the years then ended, and the related statement of activities and statement of functional expenses for the year ended June 30, 2014.

#### **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 or not 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

#### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Family Resource Center at Gorham as of June 30, 2014 and 2013, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2014 in accordance with accounting principles generally accepted in the United States of America.

#### **Report on Summarized Comparative Information**

We have previously audited the Family Resource Center at Gorham's 2013 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 17, 2013. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2013, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Leone, McDonnell & Roberts,  
Professional Association*

November 5, 2014  
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

STATEMENTS OF FINANCIAL POSITION  
AS OF JUNE 30, 2014 AND 2013

	<u>2014</u>	<u>2013</u>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 139,460	\$ 74,176
Certificates of deposit	79,488	79,330
Investments	188,804	183,992
Grants receivable	70,386	128,257
Prepaid expenses	3,525	9,830
	<u>481,663</u>	<u>475,585</u>
Total current assets		
<b>PROPERTY</b>		
Leasehold Improvements	72,362	72,362
Furniture and equipment	51,575	51,575
	<u>123,937</u>	<u>123,937</u>
Total		
Less: accumulated depreciation	(62,508)	(54,888)
	<u>61,429</u>	<u>69,049</u>
Property, net		
Total assets	<u>\$ 543,092</u>	<u>\$ 544,634</u>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 7,272	\$ 3,034
Accrued expenses	8,604	6,382
Agency deposits	22,177	22,175
Refundable advances	70,122	98,326
	<u>108,175</u>	<u>129,917</u>
Total current liabilities		
<b>NET ASSETS</b>		
Unrestricted		
Designated for long-term building maintenance	9,210	8,496
Undesignated	215,842	204,367
Permanently restricted - endowment	209,865	201,854
	<u>434,917</u>	<u>414,717</u>
Total net assets		
Total liabilities and net assets	<u>\$ 543,092</u>	<u>\$ 544,634</u>

See Notes to Financial Statements

E. LY RESOURCE CENTER AT GORHAM

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2014  
WITH COMPARATIVE TOTALS FOR 2013**

	2014			2013 Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
<b>REVENUE AND SUPPORT</b>				
Grants		\$ 1,000,114		\$ 935,879
Donations	\$ 25,270			30,096
Agency rents	32,104			36,468
Investment income			\$ 4,139	4,940
Interest income	369			348
Net unrealized investment gain			12,007	6,304
Net realized investment gain			9,859	4,495
Net assets released from restrictions	1,013,952	(1,000,114)	(13,838)	
<b>Total revenues, support and net assets released from restrictions</b>	<b>1,071,695</b>		<b>12,167</b>	<b>1,018,530</b>
<b>EXPENSES</b>				
Program services	908,518			861,031
Management and general	150,988		4,156	192,759
<b>Total expenses</b>	<b>1,059,506</b>		<b>4,156</b>	<b>1,053,790</b>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	<b>12,189</b>		<b>8,011</b>	<b>(35,260)</b>
<b>NET ASSETS - BEGINNING OF YEAR</b>	<b>212,863</b>		<b>201,854</b>	<b>449,977</b>
<b>NET ASSETS - END OF YEAR</b>	<b>\$ 225,052</b>	<b>\$</b>	<b>\$ 209,865</b>	<b>\$ 414,717</b>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHA

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

	<u>2014</u>	<u>2013</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase (decrease) in net assets	\$ 20,200	\$ (35,260)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Unrealized gain on investments	(12,007)	(6,304)
Depreciation	7,620	6,410
(Increase) decrease in assets		
Grants receivable	57,871	5,307
Prepaid expenses	6,305	(3,670)
Increase (decrease) in liabilities		
Accounts payable	4,238	(3,613)
Accrued expenses	2,222	4,508
Agency deposits	2	3
Refundable advances	(28,204)	25,898
	<u>58,247</u>	<u>(6,721)</u>
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>		
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Additions to property and equipment		(13,531)
Sale (purchase) of investments and certificates of deposit	7,037	(3,655)
	<u>7,037</u>	<u>(17,186)</u>
<b>NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES</b>		
<b>NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS</b>	65,284	(23,907)
<b>CASH AND EQUIVALENTS - BEGINNING OF YEAR</b>	<u>74,176</u>	<u>98,083</u>
<b>CASH AND EQUIVALENTS - END OF YEAR</b>	<u>\$ 139,460</u>	<u>\$ 74,176</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORH.

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2014  
WITH COMPARATIVE TOTALS FOR 2013**

	2014			2013 Total
	Program Services	Management and General	Total	
Personnel Costs				
Salaries and wages	\$ 487,787	\$ 108,704	\$ 596,491	\$ 625,034
Payroll taxes	38,075	10,303	48,378	49,648
Employee benefits	63,580	29,361	92,941	65,653
Program activities	80,226		80,226	36,066
Contractors and consultants	67,830		67,830	99,300
Program travel	42,386	1,025	43,411	31,507
Heat and utilities	22,981		22,981	20,394
Program materials	15,067		15,067	2,315
Food and supplies	9,495	1,412	10,907	13,197
Telephone, internet, fax and cable	11,042	411	11,453	11,834
Accounting fees	9,000		9,000	8,800
Conferences and meetings	7,454	730	8,184	12,370
Liability insurance	7,694		7,694	6,300
Depreciation	7,620		7,620	6,410
Rent	7,250		7,250	6,000
Maintenance and inspections	7,244		7,244	18,791
Training	5,479		5,479	18,403
Printing	5,008	225	5,233	6,370
Bank charges	4,382		4,382	4,885
Technology	3,489	488	3,977	1,861
Small equipment	1,646	1,013	2,659	2,481
Postage and shipping	1,596	57	1,653	1,372
Administrative		1,415	1,415	
Property insurance	1,200		1,200	1,168
Cleaning	987		987	2,892
Advertising and promotion				739
Total	<u>\$ 908,518</u>	<u>\$ 155,144</u>	<u>\$ 1,063,662</u>	<u>\$ 1,053,790</u>

See Notes to Financial Statements

**FAMILY RESOURCE CENTER AT GORHAM**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013**

**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 that 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 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, 2014 and 2013, the Resource Center has 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:

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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 2010.

### **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 \$10 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, 2014 and 2013 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 November 5, 2014, which is the date that the financial statements were available to be issued.

### **Prior Year's Information**

The financial statements include certain prior year summarized comparative information in total but not by function. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Resource Center's financial statements for the year ended June 30, 2013, from which the summarized information was derived.

### **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:

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**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, 2014 and 2013, 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, 2014 and 2013.

*Mutual Funds:* Valued at the net asset value (NAV) of shares held by the Resource Center at year end.

The preceding method described 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 with a bank. The revolving line of credit 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, 2014 and 2013, the interest rate on the revolving line of credit was stated at the bank's prime rate of 3.20% and 3.15%, respectively. There was no balance outstanding at June 30, 2014 and 2013.

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, 2014 and 2013 were \$22,177 and \$22,175, respectively

4. **REFUNDABLE ADVANCES**

Refundable advances from program grants and contract advances at June 30, 2014 and 2013 totaled \$70,122 and \$98,326, 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, 2014 and 2013. 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, 2014 and 2013, 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 \$9,210 and \$8,496 at June 30, 2014 and 2013, 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 \$7,250 and \$6,000 for the years ended June 30, 2014 and 2013, respectively.

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

<u>Year Ending June 30</u>	<u>Amount</u>
2015	<u>\$ 6,000</u>
Total	<u>\$ 6,000</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, 2014 and 2013 is presented as follows:

<u>Year</u>	<u>Investment</u>	<u>Cost</u>	<u>Market Value</u>	<u>Excess (Deficiency) of Market Over Cost</u>	<u>Investment Income</u>
2014	Bank of America	\$158,775	\$188,804	\$30,029	\$4,139
2013	Bank of America	\$165,970	\$183,992	\$18,022	\$4,940

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, 2014 and 2013 the endowment fund was entirely composed of permanently restricted net assets.

Fund activity for June 30, 2014 and 2013 was as follows:

	Balances as of <u>June 30, 2013</u>	Activity for the Year Ended <u>June 30, 2014</u>	Balances as of <u>June 30, 2014</u>
Permanent gifts	\$175,809	\$ -	\$175,809
Investment earnings	25,634	4,139	29,773
Realized gain	7,796	9,859	17,655
Transfer to unrestricted	(13,123)	(13,838)	(26,961)
Investment expense	(12,284)	(4,156)	(16,440)
Unrealized gain	<u>18,022</u>	<u>12,007</u>	<u>30,029</u>
	<u>\$201,854</u>	<u>\$ 8,011</u>	<u>\$209,865</u>

	Balances as of <u>June 30, 2012</u>	Activity for the Year Ended <u>June 30, 2013</u>	Balances as of <u>June 30, 2013</u>
Permanent gifts	\$168,168	\$ 7,641	\$175,809
Investment earnings	20,694	4,940	25,634
Realized gain	3,301	4,495	7,796
Transfer to unrestricted	-	(13,123)	(13,123)
Investment expense	(8,139)	(4,145)	(12,284)
Unrealized gain	<u>11,718</u>	<u>6,304</u>	<u>18,022</u>
	<u>\$195,742</u>	<u>\$ 6,112</u>	<u>\$201,854</u>

**10. UNBILLED SERVICES FOR THE YEAR ENDED JUNE 30, 2013**

A delay by the State of New Hampshire's Department of Health and Human Services (DHHS) in approving, before July 1, 2012, the final contract documents for four grants awarded to the Resource Center resulted in no billings under these grants for the first quarter of the year ended June 30, 2013. For the four grants impacted, it amounted to approximately \$72,000 of unbilled services. Unlike prior years when such contract delays occurred, for the fiscal year ended June 30, 2013, DHHS prohibited retroactive billing for services provided.

<b>LAST</b>	<b>FIRST</b>	<b>Title</b>	<b>YEAR</b>	<b>Committee</b>
Barker	Heidi	Vice-President	2013	Executive, Strategic, Policy
Baublis	Katherine	Secretary/Treasurer	2010	Executive/Finance/Compensation
Marrer	Gregg		2014	Finance
Hoyt	Kim		2013	Fundraising/Planned Giving
Morin	Nathan	President	2013	Executive/Compensation/Policy
Remillard	Lucie		2013	Fundraising/Planned Giving
Stolte	Patti		2009	Compensation/Policy

1.13.2015



**Summary of Qualifications:**

- Organized and able to prioritize work
- Over 20 years of managerial experience
- Able to trouble shoot and problem solve
- Work well in a team environment
- Proficient in Microsoft Office Professional Programs

**Professional Experience:**

May 2015

Family Resource Center at Gorham – Interim Executive Director

August 2002 to May 2015

Family Resource Center at Gorham – Director of Administration

2002 - 2003

Family Resource Center at Gorham/AmeriCorps VISTA volunteer through TechLink NH  
Computer Lab Coordinator

August 1998 – February 2002

KB Travel, Inc. – Travel Consultant

February 1997 – August 2002

The Croteau Agency, Inc.

Independent contractor selling personal and commercial – property/casualty/life and health insurance  
as a licensed broker for the State of NH

September 1996 – February 1997

WXLQ/WMOU – Account Executive/Sales

October 1995 – June 1996

Fashion Bug – Assistant Manager

1977 – 1995

A.D. Davis, Inc./The Croteau Fiske Insurance Agency

Branch Supervisor/Sales/Customer Service Representative

**Education:**

1974 – 1977 Gorham High School

High School Diploma

**Trainings:**

- 2010 -2011 Leadership North Country – North of the Notches class
- February 23, 2010 Training workshop for grant writing
- 1977 – 2003 Attended various continuing education courses to maintain insurance licensing

Ron Fini

XX  
Gorham, NH 03581  
Home Phone XX  
Software Systems Educator Work Phone XX  
Volunteer Phone XX  
Cell Phone XX  
XX.com

#### WORK HISTORY

2015-Present Full charge *Accounting/Bookkeeping*, The Family Resource Center at Gorham  
2014-Present Educational Assistant (Computer Lab Instructor/Math Interventionist) at Hillside Elementary School  
2013-2013 Staff Accountant at Androscoggin Valley Hospital  
2013-2014 Driver, Berlin City Auto Group  
2010-Present Software Systems Educator at Androscoggin Valley Hospital  
2008-Present Volunteer at the Androscoggin Valley Hospital  
1999-2013 Full charge *Accounting/Bookkeeping*, The Family Resource Center at Gorham  
1969-2008 *Teacher*, Business Technology/Education Department—Gorham Middle/High School (Retired from teaching in June 2008)  
1980-2008 Business Technology/Education *Department, Chairperson*  
1975-2008 Self-employed *Disc Jockey* for XX's Music  
1980-1983 *G.E.D. Instructor*, General Adult Education, Berlin  
1974-1975 Manpower, *Adult Job Training Instructor*, Berlin  
1970's Self-employed *Painter*, about six years  
1970's *Director of Libby Pool*, in Gorham, about four years  
1965-1970 *Part-time Assistant Credit Manager*, W. H. Fenton, Company

#### EDUCATION

1962-1965 *Agawam High School*; Agawam, Massachusetts; Business Track; Diploma.  
1965-1967 *Northampton Commercial College*; Northampton, Massachusetts; Majored in Accounting/Business Management; Diploma  
1967-1969 *Western Kentucky University*; Bowling Green, Kentucky; Majored in Accounting, Business Administration, Business Education; BS. Minor in Economics.  
1969-Present Various *Staff Development* sessions, courses, and other activities.

#### INTERESTS AND ACTIVITIES

- Camping, Hiking, Recording and Editing Music, Biking, Teaching Computer Programs to Adults, Walks with my dog, Exploring the computer and Internet.
- Collector of: Old-time Radio/TV shows, Stamps, Vintage Toys, Recorded Music from the 20's to present, Model Trains, and Radios.

#### ADVISOR TO EXTRA-CURRICULAR EDUCATIONAL ACTIVITIES

- *Past*: Freshmen/Sophomore class advisor (about 10 years), Student Council advisor (about 5 years), National Honor Society advisor (about 4 years), Drama coach (3 years), Adult Mini Classes (3 years), committee member organizer for the business Education Competition among North Country Students (about 5 years), co-advisor and founder of the Academic Incentive Program (about eight years), advisor to the Gorham Middle/High School Yearbook (3 years), creator and advisor of the Betty Drew Chapter of the

#### PROFESSIONAL ASSOCIATION

- Gorham Teachers' Association, past Vice-President 1970, member from 1969 to my retirement in June 2008.
- National Education Association, life member from 1969.

#### REFERENCES:

- *XX*
  - I can provide more upon request
-

Future Business Leaders of America (1985-2005), and Adult Computer Software instructor (since about 1990).

#### COMMUNITY ACTIVITIES

- Server on the Gorham (GRS) School Board.
- Established and presently manage the Rotating Arts Program at the Androscoggin Valley Hospital.
- Role in organizing the Androscoggin Valley Hospital Recycling Program.
- Presently a volunteer at the Androscoggin Valley Hospital.
- Helped in raising thousands of dollars for a variety of charitable organizations, community projects, and people/families in need. Most of the activities were by playing recorded dance music and light show for various functions.
- *Holy Family Church*: Past member of Finance Committee (4 years), Parish Council (3 years) and member or chair of many fund raising committees.
- *Gorham Knight of Columbus*: Active member for over 25 years, Chaired many council and community activities, held the position of Treasurer (about 6 years) Deputy Grand Knight (2 years) Youth Director (about 8 to 10 years) Program director, member and organizer of Scholarship Committee, and Grand Knight (3 years).
- *Big Brother/Big Sister* (1 year)

#### COMPUTER SKILLS

- Have been giving instruction on computers since 1980.
- Have knowledge on the following software application: Peachtree Accounting by Sage, WordPerfect, DOS, Various Windows applications (including XP, Vista, Windows 7), Quicken, Microsoft Works, Microsoft Word (all versions), Microsoft Publisher (all versions), Microsoft Access 2010, Microsoft Power Point, 3D Home Architect, Visions, Harvard Graphics, Print Shop, Norton's' Utilities and many other application/utilities software packages.
- IBM Systems.

#### AWARDS RECEIVED

- *Volunteer of the Year* from the Androscoggin Valley Hospital
- *Knight of the Year* from the local Gorham council (First Recipient).
- First place in state *Council Bulletin Competition*.
- *Yearbook dedication* (3 years)
- *Semi-finalist* in New Hampshire *Teacher of the Year*.
- *Perfect work attendance* award (3 years). Had many other years that I did not miss any time, but there were no awards given then.
- Sophomore *class advisor award*.
- *Various recognition and plaques* for service work.

#### STAFF DEVELOPMENT

- Currently expanding my knowledge of Microsoft Access 2010.
- Maintained my Teacher License till 2012
- Conducted a survey of past graduates to determine needs and plan direction of Gorham Middle/High School's Business Education/Technology Department.
- Conducted many workshops on computer software for Business Educators.
- Provide in-house instruction to staff on a variety of computer programs.
- In-house training program in advance assisting hospital patients.

## Susan N. Watson

- OBJECTIVE:** To utilize my education and job experience to service youth and families.
- EDUCATION:** **BS Human Services/ Counseling**  
May 1997  
Lyndon State College  
Lyndonville, Vermont
- CERTIFICATION:** **Center for Credentialing and Education, Inc.**  
Sept 13, 2010-  
Sept 30, 2015  
Human Services Board Practitioner (HS-BCP)
- WORK EXPERIENCE:**
- Family Resource Center **Director Family Support Services**  
June 2004- Present  
To manage home visiting programs and services to families at risk of abuse and neglect in Coos County. Responsibilities include managing and writing budgets, supervising staff, setting up and providing staff development and training, completing monthly, quarterly and yearly reports, statistics and attending state wide meetings with funders and service providers. Running and coordinating parenting workshops and a toddler play group.
- NFI Davenport School **Assistant Program Director**  
Aug. 1999- June 2004  
To provided structure to 34 staff and 15 adjudicated youth in a residential school program. Responsibilities includes hiring employees, controlling a budget, petty cash, scheduling for 15 counselors, payroll, direct supervision of line staff, attending juvenile court hearings, providing individual and family counseling/mediation, working with DJJS/DCYF workers, food ordering, menu planning, and schedule weekly transportation to therapy for residents. Participate and facilitate weekly management, staff meeting, treatment team meetings, and on a rotational on call system.
- North Country Shelter **Family Service Worker**  
Dec. 1997- Aug. 1999  
To provided support and information for families of adjudicated youth. Responsibilities include completing a family assessment, having weekly contact with each family, providing mediation, weekly contact with Juvenile Service Officers, 30 days of after care for each client and family, meeting with clients on a daily basis, completing placement summaries of the clients for court. Participate in the weekly management team meeting and on a rotational on call system

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Marie Demers	Interim Executive Director	55,000.00	7.5 %	4,178.53
Ron Fini	Book Keeper	27,144.00	15.5%	4178.53
Susan Watson	Director Family Support Services	41,747.34	28%	11,689.25



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4612 1-800-852-3345 Ext. 4612
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

Marcella Jordan Bobinsky
Acting Director

G&C Approved
July 20, 2015
Date 8/24/15
Item # 13

Her Excellency, Margaret Wood Hassan
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 a retroactive agreement with the vendors listed below for the provision of home visiting services to expectant women and newly parenting individuals in an amount not to exceed \$666,090, retroactive to July 1, 2015 through June 30, 2016, effective upon Governor and Executive Council approval. 100% Federal Funds

Table with 4 columns: Vendor, Vendor Code, Address, Amount. Lists vendors like Community Action Partnership of Strafford County, Central New Hampshire VNA & Hospice, etc., with a total of \$666,090.

Funds are anticipated to be available in the following account in State Fiscal Year 2016, pending legislative approval of the next biennial budget.

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

Summary table with 5 columns: SFY, Class, Title, Activity Code, Amount. Shows 2016, 102-500731, Contracts for Program Services, 90004104, \$666,090.

EXPLANATION

This request is retroactive because the proposal review team requested additional information from the vendors, which delayed the receipt of the correctly executed contract documents in time for the June 24, 2015 Governor and Executive Council meeting. Retroactive approval is needed in order to avoid a disruption in services to vulnerable families.

The purpose of this request is to enter into agreements with the five (5) vendors listed above for the provision of home visiting services that support pregnant women and their families through health and parenting education programs. Home visiting services are designed 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.

The selected 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.

These vendors have been providing home visiting services for the past four (4) years in the City of Manchester, Coos County, Carroll County, Strafford County and Sullivan County. They have developed collaborative referral networks, which can provide new mothers and their families with additional assistance programs.

A Request for Proposal was posted on the Department's website on April 1, 2015 through May 1, 2015. Five (5) proposals were received. A team of individuals with extensive program knowledge reviewed the proposals. All five (5) vendors were selected. The bid summary is attached. The Department anticipates the release of another Request for Proposals to meet the need for these services in other parts of the state at a later date.

The agreements contain language that allows the Department to renew the contracts for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval from the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, over 700 New Hampshire families may not receive the proper education and access to resources necessary to raise children who are physically, socially and emotionally healthy, which can reduce juvenile delinquency, family violence and crime.

Area Served: City of Manchester and the Counties of Coos, Carroll, Strafford and Sullivan.

Source of Funds: 100% Federal Funds CFDA #93.505, U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA); FAIN # X02MC26332 (July 1, 2015 through September 30, 2015) FAIN # X02MC27409 (October 1, 2015 through June 30, 2016)

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

Respectfully Submitted,



Marcella Jordan Bobinski  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner





**New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet**

Home Visiting NH – Healthy Families  
America

RFP #16-DHHS-DPHS-MCH-03

RFP Name

RFP Number

**Bidder Name**

1. Community Action Partnership of Strafford County
2. Central New Hampshire VNA & Hospice
3. Child & Family Services of NH
4. Good Beginnings of Sullivan County
5. The Family Resource Center

Pass/Fail	Maximum Points	Actual Points
	235	199
	235	176
	235	195
	235	205
	235	174

**Reviewer Names**

1. Erica Proto, Prog Planner, DPHS, Tech
2. Rhonda Siegel, Admin II, DPHS, Tech
3. Albert Willis, Prog Spclst, DPHS, Tech
4. Ellen Chase-Lucard, Admin II, DPHS, Cost
5. Dolores Cooper, Admin II, DPHS, Cost
- 6.
- 7.

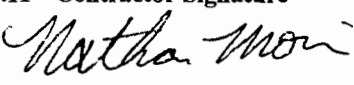
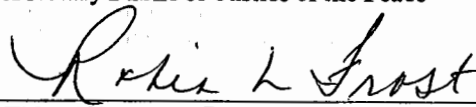
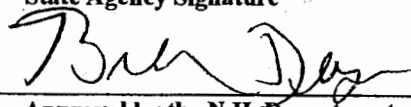
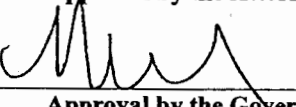
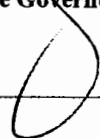
Subject: Home Visiting New Hampshire - Healthy Families America

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> The Family Resource Center at Gorham		<b>1.4 Contractor Address</b> 123 Main Street Gorham, NH 03581	
<b>1.5 Contractor Phone Number</b> 603-466-5190	<b>1.6 Account Number</b> 05-95-90-902010-5896	<b>1.7 Completion Date</b> June 30, 2016	<b>1.8 Price Limitation</b> \$91,927
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Nathan Morin President	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>COOS</u> On <u>7/6/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 		<b>Robin L. Frost, Notary Public</b> My Commission Expires: April 18, 2017	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> ROBIN L FROST, NOTARY PUBLIC			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brock Dupre / Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megin A. Yegor - Attorney On: 8/7/15			
<b>1.18 Approval by the Governor and Executive Council</b> By:  On: _____			

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

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

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

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

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: NM  
Date: 7/6/15

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A Scope of Services

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### 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. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will 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/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number, title, total award amount and percentage financed with nongovernmental sources). This information or content and 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."

### 2. Scope of Work

- 2.1 The Contractor shall provide home visiting services to pregnant women and newly parenting families with children up to the age three (3) in Coos County to improve health and development outcomes for at-risk children through evidence-based home visiting programs, with priority given to individuals who:
  - 2.1.1 Are first time mothers.
  - 2.1.2 Have low incomes.
  - 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 abuse or need substance abuse 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.



## Exhibit A Scope of Services

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- 2.1.9 Are in families that include individuals who are serving or have formerly served in the armed forces, including such families that have members of the armed forces who have had multiple deployments outside of the United States.
- 2.2 The Contractor shall determine eligibility for services using a two-step process. The Contractor shall:
  - 2.2.1 Use the HFA screening tool to determine if a family screens positive or negative for common social, emotional and physical at-risk factors.
  - 2.2.2 Utilize the Parent Survey on the first visit/intake to gather comprehensive information about the family and prioritize clients for services.
- 2.3 The Contractor shall maintain enrollment at a minimum of 85% capacity, through monthly reviews of caseloads. The Contractor shall:
  - 2.3.1 Review the capacity report on a monthly basis.
  - 2.3.2 Implement strategies around outreach when enrollment rates fall below 85% capacity, including but not limited to contacting program participants once weekly for the duration of program participation.
- 2.4 The Contractor shall ensure program staff establish a relationship with each family in order to keep families interested and connected over time. The Contractor shall:
  - 2.4.1 Work collaboratively with the Women, Infants and Children (WIC) clinics to provide information to families. The Contractor shall attend a minimum of one (1) clinic per month at each location in order to speak directly with expectant mothers about the HFA program.
  - 2.4.2 Provide flexible service delivery, including late afternoon and early evening visits for families who have no other option but to meet during those times.
  - 2.4.3 Foster respectful partnerships between parents and home visitors.
  - 2.4.4 Engage all family members and promote the involvement of all family members, including fathers/father figures, while explaining the importance of their role within the family, as appropriate.
  - 2.4.5 Remain consistent with visits and supports, in order to build on existing strengths while encouraging and coaching families to build on skills, including but not limited to communication skills that are needed for self-sufficiency and to advocate for their children.
- 2.5 The Contractor shall provide home visiting services that include home visits by nurses during the prenatal and post-partum periods. The Contractor shall ensure the nurse:
  - 2.5.1 Conducts one (1) home visit per trimester in order to focus on specific pregnancy health issues to ensure the mother's understanding of:
    - 2.5.1.1 All health and nutritional recommendations.



## Exhibit A Scope of Services

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- 2.5.1.2 Signs and symptoms of premature labor.
- 2.5.1.3 The effects of harmful substances including, but not limited to, tobacco, alcohol, and drugs, on the unborn child.
- 2.5.1.4 Risk factors including but not limited to:
  - 2.5.1.4.1 History of depression.
  - 2.5.1.4.2 Symptoms of postpartum depression.
- 2.5.1.5 Importance of receiving early treatment for depression.
- 2.5.2 Conducts one (1) nurse visit within two (2) weeks of the baby's birth in order to conduct a maternal and newborn health assessment, which includes, but is not limited to:
  - 2.5.2.1 The Edinburgh screening for postpartum depression
  - 2.5.2.2 Assessment of breastfeeding success, as applicable.
- 2.5.3 Conducts a minimum of two (2) additional visits postnatal before age one (1).
- 2.5.4 Administers the Edinburgh screening at regular intervals including but not limited to, six (6) to eight (8) weeks post-partum, which may be administered by either the nurse or home visitor staff.
- 2.6 The Contractor shall collaborate with families to ensure participation based on parent availability. The Contractor shall:
  - 2.6.1 Use text messaging to communicate the scheduling of visits, as appropriate and preferred by the family.
  - 2.6.2 Reach out to families on a weekly basis using hand written notes at the family home to respectfully reach out to families who may not be home at the scheduled visit time.
  - 2.6.3 Explain the HFA level system to families at enrollment, emphasizing the first six (6) months of involvement with a family, after a baby's birth, is critical for:
    - 2.6.3.1 Parent-infant relationship development.
    - 2.6.3.2 Newborn care and safety.
    - 2.6.3.3 Adjustment to parenthood.
- 2.7 Provide home visiting services in accordance with HFA Best Practice Standards. The Contractor shall:
  - 2.7.1 Implement Creative Outreach to reach out to families for ninety (90) days.
  - 2.7.2 Create Family Goal Plans with the family that show family-identified measurable goals broken down into small steps.
  - 2.7.3 Work to attain HFA Accreditation. The Contractor shall:





## Exhibit A Scope of Services

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- 2.7.3.1 Complete Step 2 – The Site Visit in the Accreditation process by January 1, 2016 and submit a copy of the Accreditation Site Visit Report (SVR) to MCH.
- 2.7.3.2 Complete Step 3 – Response Period in the Accreditation process within the time period indicated in the Accreditation SVR and submit a copy of final approval by HFA to MCH.
- 2.7.4 Implement, at minimum, one of the following curricula for home visits:
  - 2.7.4.1 Parents as Teachers (PAT) as an annually trained approved user.
  - 2.7.4.2 Growing Great Kids (GGK) with certification training.
- 2.7.5 Develop creative outreach efforts to engage families to receive services.
- 2.7.6 Provide services that support the parent, parent-child interaction and child development.
- 2.7.7 Coordinate with other local service providers including health care providers, social workers and early interventionists.
- 2.7.8 Collaborate with other early childhood serving agencies including those that provide home visiting and family support services.
- 2.7.9 Ensure the twelve (12) critical elements that make up the essential components of the Healthy Families America Model (HFA) are addressed in agency policies.
- 2.8 The Contractor shall provide case management services, which shall include, but is not limited to:
  - 2.8.1 Entering participant health data into the Home Visiting Data System (ETO).
  - 2.8.2 Documenting case notes for all home visits.
  - 2.8.3 Making referrals to other agencies, as appropriate.
  - 2.8.4 Following up on referrals to other agencies.
- 2.9 ~~The Contractor shall develop a broad-based advisory group with a variety of stakeholders to collect input that will assist with the planning, implementation and assessment of sit-related activities.~~
- 2.10 The Contractor shall develop a release of information authorization form for Department approval. The Contractor shall:
  - 2.10.1 Ensure the Department-approved release of information authorization form is properly executed by program participants and maintained in the client's case file.
  - 2.10.2 Maintain the release of information authorization form in the client file in accordance with federal regulations and state laws.



## Exhibit A Scope of Services

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- 2.11 The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation. The Contractor shall:
- 2.11.1 Utilize staff and family surveys to solicit feedback on programs and services offered.
  - 2.11.2 Review program files on a quarterly basis to determine whether each family is receiving the appropriate level of services, in accordance with the HFA model.
  - 2.11.3 Evaluate the progress of program participant, performance of programs and services provided on a quarterly basis.

### 3. Staffing

- 3.1 The Contractor shall hire staff in accordance with the HFA Best Practice Standards. The Contractor shall providing staff training that includes, but is not limited to:
- 3.1.1 Cultural Competency
  - 3.1.2 Reporting Child Abuse
  - 3.1.3 Home Safety
  - 3.1.4 Substance Abuse
  - 3.1.5 Managing Crisis Situations
  - 3.1.6 Domestic Violence
  - 3.1.7 Responding to Mental Health
  - 3.1.8 Drug-exposed infants
  - 3.1.9 Community services availability
- 3.2 The Contractor shall ensure staff receive supervision in accordance with the requirements of the HFA Best Practice Standards, including, but not limited to:
- 3.2.1 Weekly individual supervision that includes, but is not limited to, topics regarding:
    - 3.2.1.1 Accurate reporting and documentation.
    - 3.2.1.2 Data system.
    - 3.2.1.3 Trainings.
    - 3.2.1.4 Outreach.
    - 3.2.1.5 Clinical issues in the field.
    - 3.2.1.6 Protective factors.
    - 3.2.1.7 Boundaries.
    - 3.2.1.8 Home visitor safety.



## Exhibit A Scope of Services

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- 3.2.2 Monthly clinical supervision with a licensed clinical social worker (LCSW) to cover topics in Section 3.2.1 as a group.
  - 3.3 The Contractor shall ensure direct service staff supervisors and program managers meet the minimum qualifications outlined in the HFA Best Practice Standards.
  - 3.4 The Contractor shall ensure Registered Nurses (RN's) have a minimum of two (2) years of maternal and child health nursing experience and are currently licensed to practice in accordance with RSA 326-B.
  - 3.5 The Contractor shall ensure staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, which shall include but not be limited to:
    - 3.5.1 Maternal Child Health (MCH) Agency Directors' Meetings.
    - 3.5.2 MCH Home Visiting Meetings.
    - 3.5.3 MIECHV Staff Training.
    - 3.5.4 MCH Home Visiting CQI coaching calls.
- 4. Reporting Requirements**
- 4.1 The Contractor shall provide a monthly caseload analysis report for each individual staff member who provides home visits.
  - 4.2 The Contractor shall complete and submit data reports using form Exhibit A-1 on a quarterly basis, detailing action plans for improvement to meet unmet targets for the performance measures outlined in Exhibit A-2, Performance Measures.
  - 4.3 The Contractor shall provide a quarterly narrative report that includes, but is not limited to:
    - 4.3.1 Highlights of program activities conducted.
    - 4.3.2 Goals for the following quarter.
    - 4.3.3 Goals met for the previous quarter.
  - 4.4 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, 2015.
  - 4.5 The Contractor shall complete and submit Exhibit A-1, Reports on an annual basis, detailing action plans for improvement to meet the performance measures outlined in Exhibit A-2, Performance Measures along with a narrative 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 that demonstrate a minimum of eighty (80) percent rating of consumer satisfaction each year.



**Exhibit A**  
**Scope of Services**

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4.6 The Contractor shall complete three (3) quarterly reports and one (1) annual report as described in Section 4, Reporting, according to the following schedule:

- 4.6.1 Quarter 1, July – September DUE 10/15/2015
- 4.6.2 Quarter 2, October – December DUE 1/15/2016
- 4.6.3 Quarter 3, January – March DUE 4/15/2016
- 4.6.4 Annual, July – June DUE 7/15/2016

**5. Deliverables**

- 5.1 The Contractor shall complete and submit the Inputs, Activities, and Evaluation sections of Exhibit A-1 within thirty (30) days from the contract effective date.
- 5.2 The Contractor shall maintain an HFA capacity of 85% or higher based on the number of home visitors included in the staffing plan.
- 5.3 The Contractor shall complete a minimum of three (3) nurse visits after a baby's birth.
- 5.4 The Contractor shall ensure each pregnant program participant receives a minimum of one (1) nurse visit per trimester.
- 5.5 The Contractor shall submit the release of information authorization form in Section 2.10 to the Department for approval within ten (10) business days from the contract effective date.
- 5.6 The Contractor shall attend 100% of meetings, as described in Section 3.5 or submit an action plan describing the reason for absence and a plan to obtain the information/materials presented.

Exhibit A-1  
 Maternal and Child Health Title V  
 Home Visiting NH-Healthy Families America Report

AGENCY NAME: \_\_\_\_\_ SERVICE AREA: \_\_\_\_\_

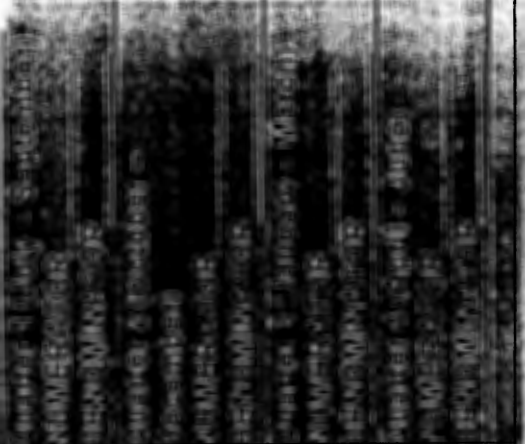
REPORT COMPLETED BY: \_\_\_\_\_  Quarterly Report  Annual Report

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 between 6-8 weeks postpartum.	
	EVALUATION ACTIVITIES	SFY 16 Target <u>70%</u>  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-1  
 Maternal and Child Health Title V  
 Home Visiting NH-Healthy Families America Report

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT																
	<p data-bbox="376 997 627 1470"></p> <p data-bbox="627 997 693 1470" style="text-align: center;">EVALUATION ACTIVITIES</p>	<p data-bbox="376 525 627 997">Performance Measure #2 (HFA Standard 3-4.A): Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline.</p> <p data-bbox="627 525 693 997">SFY 15 Actual is baseline</p> <div data-bbox="693 525 1346 997" style="border: 1px solid black; padding: 5px;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Quarter 1 (July - September)</td> <td style="width: 50%; border-bottom: 1px solid black;">NUMERATOR</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;">DENOMINATOR</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Quarter 2 (October - December)</td> <td style="border-bottom: 1px solid black;">NUMERATOR</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;">DENOMINATOR</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Quarter 3 (January - March)</td> <td style="border-bottom: 1px solid black;">NUMERATOR</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;">DENOMINATOR</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Quarter 4 (April - June)</td> <td style="border-bottom: 1px solid black;">NUMERATOR</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;">DENOMINATOR</td> </tr> </table> </div>	Quarter 1 (July - September)	NUMERATOR		DENOMINATOR	Quarter 2 (October - December)	NUMERATOR		DENOMINATOR	Quarter 3 (January - March)	NUMERATOR		DENOMINATOR	Quarter 4 (April - June)	NUMERATOR		DENOMINATOR	
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Quarter 3 (January - March)	NUMERATOR																		
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Quarter 4 (April - June)	NUMERATOR																		
	DENOMINATOR																		

**Exhibit A-1  
Maternal and Child Health Title V  
Home Visiting NH-Healthy Families America Report**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		<p>Performance Measure #3 (HFA Standard 6-7.A):</p> <p>95% of children who receive further evaluation after scoring below the "cutoff" on the ASQ-3.</p>	
	EVALUATION ACTIVITIES	<p>SFY 16 Target <u>95%</u></p>	
			

**Exhibit A-1  
Maternal and Child Health Title V  
Home Visiting NH-Healthy Families America Report**

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



**Exhibit A-2 - Performance Measures**  
**Home Visiting New Hampshire- Healthy Families America**  
**(HVNH-HFA)**  
**Performance Measure Definitions Fiscal Year 2016\***

\*For all measures, consider services provided within Exhibit A, Scope of Services from July 1, 2015– June 30, 2016.

**Performance Measure #1**  
**HFA Standard 7-5.B**

**Measure:** 70% percent of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening between 6-8 weeks postpartum.

**Goal:** All post-partum women enrolled in HVNH-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 between 6-8 weeks postpartum

**Denominator-**The total number of women in the program who gave birth in the past fiscal year, who are at least 8 weeks post partum and who were enrolled prior to 6 weeks after the birth of their baby.

**Data Source:** HVNH-HFA Data Records

**Performance Measure #2**  
**HFA Standard 3-4.A**

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

**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 7/1/2014 – 12/31/2014 for quarters 1 and 2 and 1/1/2015 – 6/30/2015 for quarters 3 and 4.

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

## Exhibit A-2 - Performance Measures

### Home Visiting New Hampshire- Healthy Families America (HVNH-HFA) Performance Measure Definitions Fiscal Year 2016\*

#### Performance Measure #3 HFA Standard 6-7.A

**Measure:** 95% of children receive further evaluation after scoring below the "cutoff" on the ASQ-3

**Goal:** All children served who are determined to be at risk for developmental delays, will receive further evaluation.

**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 HVNH-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

#### 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 HVNH-HFA Program in the past fiscal year.

**Data Source:** HVNH-HFA Data Records



## Exhibit B Method and Conditions Precedent to Payment

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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) # 93.505 (<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.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor shall submit an invoice by the tenth (10<sup>th</sup>) 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 invoice must be submitted by mail or e-mail to:

NH Department of Health and Human Services  
Division of Public Health Services  
Financial Administrator  
29 Hazen Drive  
Concord, NH 03301

E-mail: [dphscontractbilling@dhhs.state.nh.us](mailto:dphscontractbilling@dhhs.state.nh.us)
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 and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not required additional approval of the Governor and Executive Council.

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

Bidder/Program Name: The Family Resource Center

Budget Request for: Home Visiting New Hampshire - Healthy Families America

Budget Period: July 1, 2015 to June 30, 2016

Line Item	Total Program Costs		Contractor Share / Match		Funded by DPHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 58,043.52	\$ 6,719.00	\$ -	\$ -	\$ 58,043.52	\$ 6,719.00	\$ 64,762.00
2. Employee Benefits	\$ 11,029.00	\$ 1,638.05	\$ -	\$ -	\$ 11,029.00	\$ 1,638.05	\$ 12,667.00
3. Consultants	\$ 1,080.00	\$ -	\$ -	\$ -	\$ 1,080.00	\$ -	\$ 1,080.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
6. Travel	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
7. Occupancy	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,250.00	\$ -	\$ 2,250.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 780.00	\$ -	\$ -	\$ -	\$ 780.00	\$ -	\$ 780.00
Postage	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Insurance	\$ 1,125.00	\$ -	\$ -	\$ -	\$ 1,125.00	\$ -	\$ 1,125.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
12. Subcontract/Agreements	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
13. Other (printing)	\$ 863.00	\$ -	\$ -	\$ -	\$ 863.00	\$ -	\$ 863.00
HFA Affiliation Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 83,570.52	\$ 8,357.05	\$ -	\$ -	\$ 83,570.52	\$ 8,357.05	\$ 91,927.57

10.0%

Indirect As A Percent of Direct

Contractor Initials: **NM**  
Date: **7/16/15**



**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 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.

NM  
7/6/15



**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. The Department reserves the right to renew the contract for up to three additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

NM

7/6/15



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



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

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

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

Contractor Name:

7/6/15  
Date

Nathan Morin  
Name: Nathan Morin  
Title: 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-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:

7/6/15  
Date

Nathan Morin  
Name: Nathan Morin  
Title: 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

NM  
7/16/15



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:

7/6/15  
Date

Nathan Mann  
Name: Nathan Mann  
Title: President

Contractor Initials NM  
Date 7/6/15



**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

NM

Date

7/6/15





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:

7/6/15  
Date

Nathan Morin  
Name: Nathan Morin  
Title: President

Exhibit G

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

Contractor Initials NM

Date 7/6/15



**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:

7/6/15  
Date

*Nathan Morin*  
Name: *Nathan Morin*  
Title: *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.



Exhibit I

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

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

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



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

NH DHHS

The State

[Signature]  
Signature of Authorized Representative

Brooks Dupre  
Name of Authorized Representative

Bureau Chief  
Title of Authorized Representative

7/28/15  
Date

Nathan Morin

Name of the Contractor

Nathan Morin  
Signature of Authorized Representative

The Family Resource Center  
Name of Authorized Representative at Gorham

President  
Title of Authorized Representative

7/6/15  
Date





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

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

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

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

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

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

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

Contractor Name:

7/6/15  
Date

Nathan Morin  
Name: Nathan Morin  
Title: 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: 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: _____



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Home Visiting  
New Hampshire – Healthy Families Contract**

This 1st Amendment to the Home Visiting New Hampshire – Healthy Families Contract contract (hereinafter referred to as "Amendment #1") dated this 12<sup>th</sup> day of February, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the TLC Family Resource Center (f/k/a Good Beginnings of Sullivan County) (hereinafter referred to as "the Contractor"), a nonprofit company with a place of business at 109 Pleasant Street, Claremont, NH 03743.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2015 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may, renew the Contract for up to three (3) additional years, by written agreement of the parties upon Governor and Executive Council approval; and

WHEREAS the parties agree to renew the contract for two years of the three year renewal option; and

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

To amend as follows:

1. Form P-37, General Provisions, Block 1.3, to read:  
TLC Family Resource Center
2. Form P-37, General Provisions, Block 1.7, to read:  
June 30, 2018
3. Form P-37, General Provisions, Block 1.8, to read:  
\$312,000



4. Exhibit B, Method and Conditions Precedent to Payment, Paragraph 3, to read:

Payment for expenses shall be on a cost reimbursement basis only for allowable costs, as detailed in Exhibit B-1, Budget; Exhibit B-2, Amendment #1, Budget; Exhibit B-3, Amendment #1, Budget.

5. Add Exhibit B-2, Amendment #1, Budget
6. Add Exhibit B-3, Amendment #1, Budget

New Hampshire Department of Health & Human Services  
Home Visiting New Hampshire – Healthy Families



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire  
Department of Health and Human Services

4/25/16  
Date

Marcella J. Bobinsky  
~~Brook Dupée~~ Marcello J. Bobinsky  
Director, Acting

TLC Family Resource Center  
(f/k/a Good Beginnings of Sullivan County)

2/29/16  
Date

Margaret Monroé-Cassel  
NAME Margaret Monroé-Cassel  
TITLE Executive Director

Acknowledgement:

State of New Hampshire, County of Sullivan on 29<sup>th</sup> of February, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Jo-Ann Kleyenstuber

**JO-ANN KLEYENSTUBER, Notary Public**  
**My Commission Expires August 5, 2019**

Name and Title of Notary or Justice of the Peace

New Hampshire Department of Health & Human Services  
Home Visiting New Hampshire – Healthy Families



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

OFFICE OF THE ATTORNEY GENERAL

5/17/16  
Date

Megan A. Yoder  
Name: Megan A. Yoder  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-2, Amendment #1, Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: TIC Family Resource Center (Tika Good Beginnings of Sullivan County)

Budget Request for: Home Visiting New Hampshire - Healthy Families America

Budget Period: July 1, 2016 - June 30, 2017

Line Item	Total Program Cost		Contractor Share / Match		Funded by DSHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 86,559.00	\$ 18,096.00	\$ 1,469.00	\$ 18,096.00	\$ 85,090.00	\$ -	\$ 85,090.00
2. Employee Benefits	\$ 9,521.59	\$ 1,991.00	\$ 161.59	\$ 1,991.00	\$ 9,360.00	\$ -	\$ 9,360.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Offices	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00
6. Travel	\$ 6,195.00	\$ -	\$ 2,195.00	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
7. Occupancy	\$ -	\$ 11,160.00	\$ -	\$ 11,160.00	\$ -	\$ -	\$ 11,160.00
8. Current Expenses	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Marketing/Communications	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
10. Staff Education and Training	\$ 4,500.00	\$ -	\$ 1,500.00	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other: HFA Affiliation fees	\$ 1,550.00	\$ -	\$ -	\$ -	\$ 1,550.00	\$ -	\$ 1,550.00
TOTAL	\$ 110,525.59	\$ 34,447.00	\$ 6,525.59	\$ 34,447.00	\$ 104,000.00	\$ -	\$ 104,000.00

31.2%

Indirect As A Percent of Direct

Contractor Initials: JMC  
Date: 2/29/16

Exhibit B-3, Amendment #1, Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: TLC Family Resource Center (I/I/a Good Beginnings of Sullivan County)

Budget Request for: Home Visiting New Hampshire - Healthy Families America

Budget Period: July 1, 2017 - June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by Other Contract Share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 86,559.00	\$ 18,096.00	\$ 104,655.00	\$ 1,489.00	\$ 18,096.00	\$ 19,585.00	\$ 85,090.00	\$ -	\$ 85,090.00
2. Employee Benefits	\$ 9,521.59	\$ 1,891.00	\$ 11,512.59	\$ 161.59	\$ 1,891.00	\$ 2,152.59	\$ 9,360.00	\$ -	\$ 9,360.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00
6. Travel	\$ 6,195.00	\$ -	\$ 6,195.00	\$ 2,195.00	\$ -	\$ 2,195.00	\$ 4,000.00	\$ -	\$ 4,000.00
7. Occupancy	\$ -	\$ 11,160.00	\$ 11,160.00	\$ -	\$ 11,160.00	\$ 11,160.00	\$ -	\$ -	\$ 11,160.00
8. Current Expenses	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
11. Staff Education and Training	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 3,000.00	\$ -	\$ 3,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other: HFA Affiliation fees	\$ 1,550.00	\$ -	\$ 1,550.00	\$ -	\$ -	\$ -	\$ 1,550.00	\$ -	\$ 1,550.00
TOTAL	\$ 110,828.59	\$ 34,447.00	\$ 144,977.59	\$ 6,528.59	\$ 34,447.00	\$ 40,972.59	\$ 104,000.00	\$ -	\$ 104,000.00

Indirect As A Percent of Direct 31.2%

Contractor Initials: *MWC*  
Date: *2/29/16*

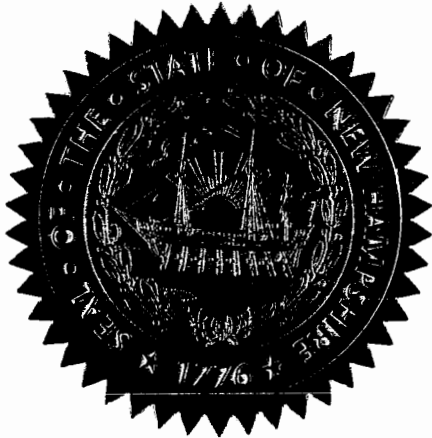


# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GOOD BEGINNINGS OF SULLIVAN COUNTY is a New Hampshire nonprofit corporation formed January 14, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27<sup>th</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

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

1. I am a duly elected Officer of TLC 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 2/29/16:  
(Date)

**RESOLVED:** That the Executive Director  
(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 29 day of February, 2016  
(Date Contract Signed)

4. Margaret Monroe-Cassid is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Char Delabar  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Sullivan

The forgoing instrument was acknowledged before me this 29<sup>th</sup> day of February, 2016.

By Char Delabar  
(Name of Elected Officer of the Agency)

John W. [Signature]  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: JO-ANN KLEYENSTEUBER, Notary Public  
My Commission Expires August 5, 2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/29/2016

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	NAIC #	
	INSURER A: Philadelphia Insurance Company	0	
INSURED TLC2 TLC Family Resource Center P.O. Box 1098 Claremont NH 03743	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES      CERTIFICATE NUMBER: 1520755711      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			PHPK1335668	7/1/2015	7/1/2016	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
							Professional	\$2,000,000
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			PHPK1335668	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB						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						WC STATUTORY LIMITS	OTH-ER
							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 NH Dept of Health and Human Services 129 Pleasant Street Concord NH 03301-6504	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>James H. Neal</i>

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***TLC FAMILY RESOURCE  
CENTER, INC.***

**Financial Statements  
June 30, 2015**

**FINANCIAL STATEMENTS**

**TLC FAMILY RESOURCE CENTER, INC.**

**June 30, 2015**

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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

17 River Street, 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 statement of financial position of TLC Family Resource Center, Inc. (a non-profit corporation) as of June 30, 2015, and the related statements of activities, cash flows, and functional expenses for the year then ended. 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 is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

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 23, 2015  
Vermont License No. 1039

**STATEMENT OF FINANCIAL POSITION**  
**TLC FAMILY RESOURCE CENTER, INC.**  
**June 30, 2015**  
**(With Comparative Totals for June 30, 2014)**

	<u>June 30, 2015</u>			As of June 30, 2014
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>	<u>Totals (Memorandum)</u>
<b>ASSETS</b>				
Cash and cash equivalents	\$ 9,714	\$ 9,093	\$ 18,807	\$ 18,655
Cash, restricted	-	-	-	168
Due from unrestricted funds	-	-	-	1,884
Grants and accounts receivable	46,998	-	46,998	29,442
Equipment and furniture	51,678	-	51,678	63,738
Accumulated depreciation	<u>(37,028)</u>	<u>-</u>	<u>(37,028)</u>	<u>(47,185)</u>
<b>TOTAL ASSETS</b>	<u>\$ 71,362</u>	<u>\$ 9,093</u>	<u>\$ 80,455</u>	<u>\$ 66,702</u>
<b>LIABILITIES AND NET ASSETS</b>				
<b>LIABILITIES</b>				
Accounts payable	\$ 2,172	\$ -	\$ 2,172	\$ 3,881
Accrued expenses	28,188	-	28,188	26,638
Note payable to bank	13,051	-	13,051	-
Due to temporarily rest. funds	-	-	-	1,884
Fiscal agency funds	<u>-</u>	<u>-</u>	<u>-</u>	<u>168</u>
<b>TOTAL LIABILITIES</b>	43,411	-	43,411	32,571
<b>NET ASSETS</b>	<u>27,951</u>	<u>9,093</u>	<u>37,044</u>	<u>34,131</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 71,362</u>	<u>\$ 9,093</u>	<u>\$ 80,455</u>	<u>\$ 66,702</u>

See independent accountant's review report and accompanying notes.



**STATEMENT OF FINANCIAL ACTIVITIES**  
**TLC FAMILY RESOURCE CENTER, INC.**  
**Year Ended June 30, 2015**  
**(With Comparative Totals for the Year Ended June 30, 2014)**

	<u>Year Ended June 30, 2015</u>			<b>Year Ended June 30, 2014</b>
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>	<u>Totals (Memorandum)</u>
<b>SUPPORT AND REVENUE</b>				
Governmental support	\$ 387,658	\$ -	\$ 387,658	\$ 331,513
Foundations and trusts	36,742	26,500	63,242	91,000
Program fees	72,861	-	72,861	75,730
Contributions	33,326	-	33,326	38,814
Donated inventory	19,616	-	19,616	20,775
Fundraising	13,663	-	13,663	10,651
Net assets released from restrictions	57,946	(57,946)	-	-
<b>TOTAL SUPPORT AND REVENUE</b>	621,812	(31,446)	590,366	568,483
<b>EXPENSES</b>				
<b>Program services</b>				
Comprehensive Family Support	182,921	-	182,921	171,678
Healthy Families	177,669	-	177,669	194,252
PREP	71,121	-	71,121	87,678
Parent Aide	55,884	-	55,884	47,301
Second Beginnings	25,426	-	25,426	37,317
	513,021	-	513,021	538,226
<b>Management and general</b>	74,432	-	74,432	62,147
<b>TOTAL EXPENSES</b>	587,453	-	587,453	600,373
<b>CHANGE IN NET ASSETS</b>	34,359	(31,446)	2,913	(31,890)
Net assets at Beginning of Year	(6,408)	40,539	34,131	66,021
<b>NET ASSETS AT END OF YEAR</b>	<u>\$ 27,951</u>	<u>\$ 9,093</u>	<u>\$ 37,044</u>	<u>\$ 34,131</u>

See independent accountant's review report and accompanying notes.

**STATEMENT OF CASH FLOWS**  
**TLC FAMILY RESOURCE CENTER, INC.**  
**Year Ended June 30, 2015**  
**(With Comparative Totals for the Year Ended June 30, 2014)**

	<u>Year Ended June 30, 2015</u>			<u>Year Ended June 30, 2014</u>
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>	<u>Totals (Memorandum)</u>
<b>OPERATING ACTIVITIES</b>				
Change in net assets	\$ 34,359	\$ (31,446)	\$ 2,913	\$ (31,890)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities				
Depreciation	1,903	-	1,903	1,409
(Increase) decrease in operating assets:				
Grants and accounts receivable	(37,556)	20,000	(17,556)	36,818
Increase (decrease) in operating liabilities:				
Accounts payable	(1,709)	-	(1,709)	1,149
Accrued expenses	1,550	-	1,550	(5,133)
Advances refundable	-	-	-	(4,232)
Fiscal sponsor funds	(168)	-	(168)	-
<b>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>	<b>(1,621)</b>	<b>(11,446)</b>	<b>(13,067)</b>	<b>(1,879)</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Leasehold improvements	-	-	-	(13,498)
<b>NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(13,498)</b>
<b>FINANCING ACTIVITIES</b>				
Temporarily restricted funds expended for unrestricted operations	(1,884)	1,884	-	-
Proceeds from bank LOC	113,051	-	113,051	36,000
Principle payments on bank LOC	(100,000)	-	(100,000)	(36,000)
<b>NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES</b>	<b>11,167</b>	<b>1,884</b>	<b>13,051</b>	<b>-</b>
<b>INCREASE (DECREASE) IN CASH</b>	<b>9,546</b>	<b>(9,562)</b>	<b>(16)</b>	<b>(15,377)</b>
Beginning cash and cash equivalents	168	18,655	18,823	34,200
<b>ENDING CASH AND CASH EQUIVALENTS</b>	<b>\$ 9,714</b>	<b>\$ 9,093</b>	<b>\$ 18,807</b>	<b>\$ 18,823</b>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>				
Interest paid			<u>\$ 1,561</u>	<u>\$ 172</u>

See independent accountant's review report and accompanying notes.

**SCHEDULE OF FUNCTIONAL EXPENSES  
TLC FAMILY RESOURCE CENTER, INC.**

**Year Ended June 30, 2015**

**(With Comparative Totals for the Year Ended June 30, 2014)**

	<b>Total All Services</b>	<b>Mgt. &amp; General</b>	<b>Program Services</b>						<b>Parent Aide</b>	<b>Second Beginnings</b>	<b>Totals (Memorandum)</b>
			<b>Total</b>	<b>Healthy Families</b>	<b>Family Support</b>	<b>PREP</b>	<b>Family Support</b>	<b>PREP</b>			
Salaries and wages	\$ 440,987	\$ 60,264	\$ 380,723	\$ 134,666	\$ 134,950	\$ 49,734	\$ 42,733	\$ 18,640	\$ 426,137		
Occupancy	40,319	-	40,319	14,707	13,624	5,040	4,959	1,989	41,452		
Payroll taxes	33,589	4,515	29,074	10,272	10,294	3,808	3,273	1,427	32,295		
Supplies	14,319	3,120	11,199	4,114	2,703	1,908	448	2,026	19,160		
Mileage reimb.	11,779	-	11,779	3,723	5,031	1,384	1,435	206	14,026		
Employee benefits	9,853	1,306	8,547	3,212	2,804	1,021	1,087	423	25,157		
Advertising	7,931	1,027	6,904	-	1,312	5,592	-	-	9,600		
Professional fees	7,070	-	7,070	1,575	5,340	-	155	-	7,810		
Telephone	5,405	-	5,405	1,966	1,834	673	666	266	5,158		
Insurance	5,085	964	4,121	1,510	1,384	499	525	203	4,913		
Printing	3,974	952	3,022	1,133	994	374	373	148	4,641		
Training & dev.	2,841	-	2,841	77	1,936	828	-	-	7,341		
Depreciation	1,903	261	1,642	581	582	215	184	80	1,409		
Interest	1,561	1,561	-	-	-	-	-	-	172		
Postage	837	462	375	133	133	45	46	18	1,102		
<b>TOTAL EXPENSES</b>	<b>\$ 587,453</b>	<b>\$ 74,432</b>	<b>\$ 513,021</b>	<b>\$ 177,669</b>	<b>\$ 182,921</b>	<b>\$ 71,121</b>	<b>\$ 55,884</b>	<b>\$ 25,426</b>	<b>\$ 600,373</b>		

See independent accountant's review report and accompanying notes.

NOTES TO FINANCIAL STATEMENTS  
TLC FAMILY RESOURCE CENTER, INC.  
June 30, 2015

**NOTE A -- ORGANIZATION**

TLC Family Resource Center, Inc., formerly Good Beginnings of Sullivan County, 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, 2015, the Organization's revenue sources as a percentage of total revenue were federal, state and municipal grants 66%, and contributions and special event proceeds 22%.

**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, 2015, 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, 2015 advertising costs totaled \$7,931.

**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, 2015 totaled \$1,903. Obsolete and fully depreciated telephone and computer equipment with a cost basis of \$12,060 was removed from the statement of financial position as of June 30, 2015.

**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, 2015 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. No other amounts for donated services have been recognized in the accompanying statement of activities because the criteria for recognition under FASB ASC 958-605 have not been satisfied.

**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, 2015, 2014 and 2013 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, 2015**

**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 \$46,998 as of June 30, 2015 are composed of the following balances and are deemed by management to be fully collectible:

Accounts receivable	\$ 5,074
County funding	17,500
State cost reimbursements	<u>24,424</u>
	<u>\$46,998</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, 2015, 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 2015. 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, 2015, the outstanding balance was \$13,000.

**NOTE G -- RESTRICTIONS ON ASSETS**

Temporarily restricted net assets totaling \$9,093 are available for the year ended June 30, 2015 from the Boyle Fund for the We Can program.

**NOTES TO FINANCIAL STATEMENTS  
TLC FAMILY RESOURCE CENTER, INC.  
June 30, 2015**

**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. Lease payments on this facility for the year ended June 30, 2015 totaled \$22,800. This lease was extended for another year beginning July 1, 2015 at a monthly rent payment of \$1,900, for a total lease commitment of \$22,800. Additionally, the Organization leases a photocopier with a minimum monthly rent of \$188 based on a maximum of 7,500 copies at 2.5 cents per copy plus an additional amount for copies in excess of 7,500. Lease expense for the year-ended June 30, 2015 totaled \$1,851. On January 1, 2015 a new four year lease was signed with monthly rent of \$136. Future minimum lease payments are as follows:

Fiscal 2016	\$24,432
Fiscal 2017	1,632
Fiscal 2018	<u>1,632</u>
Total	<u>\$27,696</u>

**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, 2015 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 -- SUBSEQUENT EVENTS**

Management considered subsequent events through October 23, 2015, the date the financial statements were available to be issued. On August 19, 2015 the Organization's board of directors voted to change the name of Good Beginnings of Sullivan County to TLC Family Resource Center.

## Mission Statement

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.



**BOARD OF DIRECTORS**  
2016

**Beth Hoyt-Flewelling (Pres)**  
**Enrollment, Granite State College**

**Clara Sheehy (Vice-Pres)**  
**Court-Appointed Special Advocate**

**Char Delabar (Treasurer)**  
**Retired Educator**

**Linda Gould (Secretary)**  
**Speech and Language Consultant**

Megan Blood, Purchasing, Hypertherm

Karen Cooper, Retired IT

Thomas Cooper, Retired IT

Susan Elliott, Ph.D.  
Retired Educator

Debra Mochi  
Insurance and Risk Management

William Sullivan, CPA

Carole Wood  
Retired Educator

Jennifer Shea  
Attorney, Buckley and Zopf

**Holly D. Bee**

B.O.B. 2008

**Summary of Qualifications:** Employment experience in the social work/human service field including counseling, case management, assessments, and extensive database knowledge.

**Experience:**

11/2/12-current

Good Beginnings of Sullivan County  
**Parent Educator**

Maintained a caseload of program participants involved in Comprehensive Family Support, Parent Aid Program, and HFA(prenatal) program.

Provide parenting education through strengths based nationally recognized curriculum called Growing Great Kids/Growing Great Families.

Collaborate/Communicate with NH DCYF. Complete monthly assessments for Parent Aid Program participants.

1/16/12-10/1/12

Vermont Council On Aging-Senior Solutions  
**Case Manager**

Needs assessments/Community Resources  
Case management  
Medicaid eligibility

11/15/10-6/15/11

Hartford School District  
**Special Education Clerk**

Plan, Organize and Coordinate IEP/ TIEP meetings for school district case managers.

Maintain records, files and paperwork

Proficient in Word, Excel, Infinite Campus, Spec Doc

Distribution of meeting discussions and various duties assigned by department

*7/6/06-8/1/10*

**HCS/Home Health Care, Hospice and Community Service  
Maternal Child Health Social Worker**

Provide assistance to families with Medicaid process, housing and community resources, DCYF collaboration.

Maintained contact and ongoing support to caseload of twenty families

Provide parenting education to families and perform appropriate referrals

Work closely with program nurse to ensure health and wellness of all program participants

Ongoing ability to focus on crisis situations such as housing, food and financial support

*Aug 04-Jul 05*

**The Woodbourne Center/Treatment Foster Care Program  
Intake Coordinator/Case Manager**

Completed assessments of all incoming referral information to determine appropriate placements for children with emotional and behavioral problems.

Conducted psycho-socials and treatment plan goals for children involved in program.

Worked in collaboration with foster parents to assess and solve ongoing child behavior issues.

Facilitated introductions between foster parents and children to ensure an appropriate match.

*Sept 03-Mar 04*

**Sexual Assault/Spouse Abuse Resource Center, Inc.  
Sexual Assault/Domestic Violence Counselor**

Responsible for counseling domestic violence and sexual assault program participants on a regular on-going basis.

*April 01-Aug 03*

**Baltimore County Department of Social Services  
Young Parent Support Center  
Service Coordinator**

**Academic Background:**

**Bachelor of Social Work Degree, 1997**

University of Vermont

Burlington, VT.

**Started MSW at the University Of Maryland School Of Social Work (completed 24 credit hours)**

Baltimore, MD. (plan on completing at UVM)

High School Diploma, 1993

Hartford High School

White River Jct., VT.

## **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.

## 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**

*Good Beginnings, 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<br>Naropa University, Boulder, CO |
| 1996 | B.A., Art Therapy<br>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.



# Sandra Gasset

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<b>Experience</b>	2007-Present	Good Beginnings of Sullivan County	Claremont, NH
		<b>Parent Educator</b>	
	2005-2007	Bluff Elementary School	Claremont, NH
		<b>Lead Teacher, 21C Before School Program</b>	
	2002-2005	Bluff Elementary School	Claremont, NH
		<b>Assistant Teacher, 21C Before School Program</b>	
	1998-2007	Claremont School District	Claremont, NH
		<b>Certified Educational Assistant</b>	
<b>Education</b>	2003	University of NH	BS Behavioral Science

# RENE COUITT

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## EXPERIENCE

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2007-Present Good Beginnings of Sullivan County Claremont, NH  
*Prog. Mgr./Family Assessment Worker/Intake Coordinator*

- Manage and respond to all referrals received by the agency.
- Collect, manage and report on agency data, documentation & statistics.
- Provide training and support to parent educators.

1999-2007 Good Beginnings of Sullivan County Claremont, NH  
*Parent Educator/Assistant Program Director*

- Case Manager and Parent Educator for 50 families annually.
- Program management in absence of Executive Director.

1997-1999 Spurwink School Newport, NH  
*Case Manager-*

- Devise and implement treatment plans & goals for students & families.
- Provide therapeutic intervention for children and families.
- Coordinate services for children with schools and community agencies.

1995-1997 Valley Regional Hospital Claremont, NH  
*Case Manager*

- Conduct assessments and plan treatment goals for at-risk adolescents.
- Provide home visits including crisis management as needed.
- Participate in inter-agency collaboration with DCYF and mental health providers

1993-1995 Milestones Children's Center Newport, NH  
*Teacher*

- Managed daily routine of classroom for children ages three to five.
- Collaborated with preschool special education team.
- Implemented and directed newly established summer program.

## EDUCATION

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1989-1983 Quinnipiac College New Haven, CT

- B.A., Psychology.
- Graduated Cum Laude.

## CERTIFICATIONS

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CPR, First Aid and SOLVE.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Melony Williams	Program Manager and Clinical Supervisor	51933	43%	22336
Holly Bee	Parent educator/home visitor	31200	37%	11470
Sandra Gassett	Parent educator/home visitor	44534	69%	30850
Rene' Couitt	Family Assessment Worker	43280	11%	4850
Karen Jameson	Registered Nurse	50310	15%	7776
Brenda Foley	Quality Improvement and Compliance Manager	31488	25%	7808
Maggie Monroe-Cassel	Executive Director	71000	0%	0
Jo-Ann Kleyensteuber	Director of Finance and HR	54080	0%	0



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

Marcella Jordan Bobinsky  
Acting Director

July 20, 2015

**G&C Approved**

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

Date 8/26/15

Item # 13

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **retroactive** agreement with the vendors listed below for the provision of home visiting services to expectant women and newly parenting individuals in an amount not to exceed \$666,090, retroactive to July 1, 2015 through June 30, 2016, effective upon Governor and Executive Council approval. 100% Federal Funds

Vendor	Vendor Code	Address	Amount
Community Action Partnership of Strafford County	177200-B004	642 Central Street, Dover, NH 03821	\$181,137
Central New Hampshire VNA & Hospice	177244-B002	780 North Main Street, Laconia, NH 03246	\$83,270
Child & Family Services of New Hampshire	177166-B002	PO Box 448, Manchester, NH 03105-0448	\$205,756
The Family Resource Center at Gorham	162412-B001	123 Main Street, Gorham, NH 03581	\$91,927
Good Beginnings of Sullivan County	170625-B001	109 Pleasant Street, Claremont, NH 03743	\$104,000
<b>Total:</b>			<b>\$666,090</b>

Funds are anticipated to be available in the following account in State Fiscal Year 2016, pending legislative approval of the next biennial budget.

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

SFY	Class	Title	Activity Code	Amount
2016	102-500731	Contracts for Program Services	90004104	\$666,090
<b>Total:</b>				<b>\$666,090</b>

**EXPLANATION**

This request is **retroactive** because the proposal review team requested additional information from the vendors, which delayed the receipt of the correctly executed contract documents in time for the June 24, 2015 Governor and Executive Council meeting. Retroactive approval is needed in order to avoid a disruption in services to vulnerable families.

The purpose of this request is to enter into agreements with the five (5) vendors listed above for the provision of home visiting services that support pregnant women and their families through health and parenting education programs. Home visiting services are designed 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.

The selected 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.

These vendors have been providing home visiting services for the past four (4) years in the City of Manchester, Coos County, Carroll County, Strafford County and Sullivan County. They have developed collaborative referral networks, which can provide new mothers and their families with additional assistance programs.

A Request for Proposal was posted on the Department's website on April 1, 2015 through May 1, 2015. Five (5) proposals were received. A team of individuals with extensive program knowledge reviewed the proposals. All five (5) vendors were selected. The bid summary is attached. The Department anticipates the release of another Request for Proposals to meet the need for these services in other parts of the state at a later date.

The agreements contain language that allows the Department to renew the contracts for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval from the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, over 700 New Hampshire families may not receive the proper education and access to resources necessary to raise children who are physically, socially and emotionally healthy, which can reduce juvenile delinquency, family violence and crime.

Area Served: City of Manchester and the Counties of Coos, Carroll, Strafford and Sullivan.

Source of Funds: 100% Federal Funds CFDA #93.505, U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA); FAIN # X02MC26332 (July 1, 2015 through September 30, 2015) FAIN # X02MC27409 (October 1, 2015 through June 30, 2016)

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

Respectfully Submitted,



Marcella Jordan Bobinski  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner



**New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet**

Home Visiting NH – Healthy Families  
America

RFP #16-DHHS-DPHS-MCH-03

RFP Name

RFP Number

Reviewer Names

1. Erica Proto, Prog Planner, DPHS, Tech
2. Rhonda Siegel, Admin II, DPHS, Tech
3. Albert Willis, Prog Spclst, DPHS, Tech
4. Ellen Chase-Lucard, Admin II, DPHS, Cost
5. Dolores Cooper, Admin II, DPHS, Cost
- 6.
- 7.

Pass/Fail	Maximum Points	Actual Points
	235	199
	235	176
	235	195
	235	205
	235	174

Bidder Name

1. Community Action Partnership of Strafford County
2. Central New Hampshire VNA & Hospice
3. Child & Family Services of NH
4. Good Beginnings of Sullivan County
5. The Family Resource Center


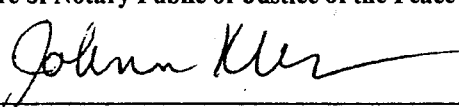
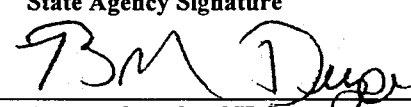
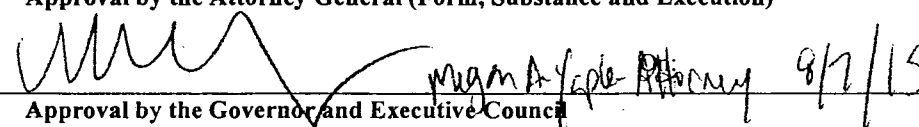
Subject: Home Visiting New Hampshire - Healthy Families America

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Good Beginnings of Sullivan County		<b>1.4 Contractor Address</b> 109 Pleasant Street PO Box 1098 Claremont, NH 03743	
<b>1.5 Contractor Phone Number</b> 603-542-1848	<b>1.6 Account Number</b> 05-95-90-902010-5896	<b>1.7 Completion Date</b> June 30, 2016	<b>1.8 Price Limitation</b> \$104,000
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Margaret Monroe-Cassel Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Sullivan</u>  On <u>7/2/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> JO-ANN KLEYENSTEUBER, Notary Public My Commission Expires August 5, 2019			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brod S. Dupre / Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b>  By:  <u>Margaret A. Foye Attorney 8/12/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b>  By: _____ On: _____			

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

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

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

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

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

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

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

**7. PERSONNEL.**

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



**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: MMC  
Date: 1/8/15

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



**Exhibit A**  
**Scope of Services**

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**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. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.3 The Contractor will 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/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (specify grant number, title, total award amount and percentage financed with nongovernmental sources). This information or content and 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."

**2. Scope of Work**

- 2.1 The Contractor shall provide home visiting services to pregnant women and newly parenting families with children up to the age three (3) in Sullivan County to improve health and development outcomes for at-risk children through evidence-based home visiting programs, with priority given to individuals who:
  - 2.1.1 Are first time mothers.
  - 2.1.2 Have low incomes.
  - 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 abuse or need substance abuse 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.



## Exhibit A Scope of Services

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- 2.1.9 Are in families that include individuals who are serving or have formerly served in the armed forces, including such families that have members of the armed forces who have had multiple deployments outside of the United States.
- 2.2 The Contractor shall determine eligibility for services using a two-step process. The Contractor shall:
  - 2.2.1 Prioritize referrals from Dartmouth-Hitchcock Medical Center (DHMC) that meet eligibility criteria.
  - 2.2.2 Utilize the Parent Survey on the first visit/intake to gather comprehensive information about the family and prioritize clients for services.
- 2.3 The Contractor shall maintain enrollment at a minimum of 85% capacity, through monthly reviews of caseloads. The Contractor shall:
  - 2.3.1 Review the capacity report on a monthly basis.
  - 2.3.2 Implement strategies around outreach when enrollment rates fall below 85% capacity.
- 2.4 The Contractor shall ensure program staff establish a relationship with each family in order to keep families interested and connected over time. The Contractor shall:
  - 2.4.1 Provide flexible service delivery based on the families' needs and schedules.
  - 2.4.2 Mail monthly letters with information regarding stages of development.
  - 2.4.3 Call program participants.
  - 2.4.4 Conduct visits to the home.
  - 2.4.5 Write personal letters or cards to program participants.
  - 2.4.6 Be available by telephone during normal business hours.
  - 2.4.7 Foster respectful partnerships between parents and home visitors.
  - 2.4.8 Remain consistent with visits and supports, in order to build on existing strengths while encouraging and coaching families to build on skills.
- 2.5 The Contractor shall provide home visiting services that include home visits by nurses during the prenatal and post-partum periods. The Contractor shall ensure the nurse:
  - 2.5.1 Conducts one (1) home visit per trimester in order to focus on specific pregnancy health issues to ensure the mother's understanding of:
    - 2.5.1.1 All health and nutritional recommendations.
    - 2.5.1.2 Signs and symptoms of premature labor.
    - 2.5.1.3 The effects of harmful substances including, but not limited to, tobacco, alcohol, and drugs, on the unborn child.
    - 2.5.1.4 Risk factors including but not limited to:



## Exhibit A Scope of Services

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- 2.5.1.4.1 History of depression.
- 2.5.1.4.2 Symptoms of postpartum depression.
- 2.5.1.5 Importance of receiving early treatment for depression.
- 2.5.2 Conducts one (1) nurse visit within two (2) weeks of the baby's birth in order to conduct a maternal and newborn health assessment, which includes, but is not limited to administering the Edinburgh screening for postpartum depression between the sixth (6<sup>th</sup>) and eighth (8<sup>th</sup>) week postpartum.
- 2.5.3 Conducts a minimum of two (2) additional nurse visits prior to the baby's first birthday.
- 2.6 The Contractor shall collaborate with families to ensure participation based on parent availability. The Contractor shall confirm scheduled appointments by telephone at least twenty-four hours prior to the scheduled appointment.
- 2.7 Provide home visiting services in accordance with HFA Best Practice Standards. The Contractor shall:
  - 2.7.1 Implement Creative Outreach to reach out to families for ninety (90) days.
  - 2.7.2 Create Family Goal Plans with the family that show family-identified measurable goals broken down into small steps.
  - 2.7.3 Work to attain HFA Accreditation. The Contractor shall:
    - 2.7.3.1 Complete Step 2 – The Site Visit in the Accreditation process by January 1, 2016 and submit a copy of the Accreditation Site Visit Report (SVR) to MCH.
    - 2.7.3.2 Complete Step 3 – Response Period in the Accreditation process within the time period indicated in the Accreditation SVR and submit a copy of final approval by HFA to MCH.
    - 2.7.3.3 Implement Growing Great Kids (GGK) with certification training.
  - 2.7.4 Develop creative outreach efforts to engage families that include incentive programs, as appropriate.
  - 2.7.5 Provide services that support the parent, parent-child interaction and child development.
  - 2.7.6 Coordinate with other local service providers including but not limited to:
    - 2.7.6.1 Health care providers.
    - 2.7.6.2 Social workers.
    - 2.7.6.3 Early interventionists.
    - 2.7.6.4 Other early childhood serving agencies that provide health, early childhood learning and family support services.



## Exhibit A Scope of Services

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- 2.7.7 Ensure the twelve (12) critical elements that make up the essential components of the Healthy Families America Model (HFA) are addressed in agency policies.
- 2.8 The Contractor shall provide case management services, which shall include, but is not limited to:
  - 2.8.1 Entering participant health data into the Home Visiting Data System (ETO).
  - 2.8.2 Documenting case notes for all home visits.
  - 2.8.3 Making referrals to other agencies, as appropriate.
  - 2.8.4 Following up on referrals to other agencies.
- 2.9 The Contractor shall develop a broad-based advisory group with a variety of stakeholders to collect input that will assist with the planning, implementation and assessment of sit-related activities.
- 2.10 The Contractor shall develop a release of information authorization form for Department approval. The Contractor shall:
  - 2.10.1 Ensure the Department-approved release of information authorization form is properly executed by program participants. and maintained in the client's case file.
  - 2.10.2 Maintain the release of information authorization form in the client file in accordance with federal regulations and state laws.
- 2.11 The Contractor shall collaborate with the Department to collect participant and program data and other pertinent information used for the purpose of program evaluation. The Contractor shall:
  - 2.11.1 Utilize staff and family surveys to solicit feedback on programs and services offered.
  - 2.11.2 Review program files on a quarterly basis to determine whether each family is receiving the appropriate level of services, in accordance with the HFA model.
  - 2.11.3 Evaluate the progress of program participant, performance of programs and services provided on a quarterly basis.

### 3. Staffing

- 3.1 The Contractor shall hire staff in accordance with the HFA Best Practice Standards. The Contractor shall providing staff training that includes, but is not limited to:
  - 3.1.1 Cultural Competency.
  - 3.1.2 Reporting Child Abuse.
  - 3.1.3 Home Safety.
  - 3.1.4 Substance Abuse.



## Exhibit A Scope of Services

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- 3.1.5 Managing Crisis Situations.
- 3.1.6 Domestic Violence.
- 3.1.7 Responding to Mental Health.
- 3.1.8 Drug-exposed infants.
- 3.1.9 Community services availability.
- 3.2 The Contractor shall ensure staff receive supervision in accordance with the requirements of the HFA Best Practice Standards, including, but not limited to:
  - 3.2.1 Monthly group supervision that includes, but is not limited to, discussions that reflect brainstorming to overcome barriers to completing home visits and referrals.
  - 3.2.2 Weekly individual supervision that includes but is not limited to discussions that reflect brainstorming to overcome barriers to completing home visits and referrals.
- 3.3 The Contractor shall ensure direct service staff supervisors and program managers meet the minimum qualifications outlined in the HFA Best Practice Standards.
- 3.4 The Contractor shall ensure Registered Nurses (RN's) have a minimum of two (2) years of maternal and child health nursing experience and are currently licensed to practice in accordance with RSA 326-B.
- 3.5 The Contractor shall ensure staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, which shall include but not be limited to:
  - 3.5.1 Maternal Child Health (MCH) Agency Directors' Meetings.
  - 3.5.2 MCH Home Visiting Meetings.
  - 3.5.3 MIECHV Staff Training.
  - 3.5.4 MCH Home Visiting CQI calls.
- 4. **Reporting Requirements**
  - 4.1 The Contractor shall provide a monthly caseload analysis report for each individual staff member who provides home visits.
  - 4.2 The Contractor shall complete and submit data reports using form Exhibit A-1, on a quarterly basis, detailing action plans for improvement to meet unmet targets for the performance measures outlined in Exhibit A-2, Performance Measures.
  - 4.3 The Contractor shall provide a narrative report that includes, but is not limited to:
    - 4.3.1 Highlights of program activities conducted.
    - 4.3.2 Goals for the following quarter.
    - 4.3.3 Goals met for the previous quarter.



## Exhibit A Scope of Services

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- 4.4 The Contractor shall complete and submit Exhibit A-1, Reports on an annual basis, detailing action plans for improvement to meet the performance measures outlined in Exhibit A-2, Performance Measures along with a narrative that includes, but is not limited to:
  - 4.4.1 Information regarding accomplishments and challenges for the program.
  - 4.4.2 Systemic barriers.
  - 4.4.3 Action plans to address barriers.
  - 4.4.4 Family satisfaction survey results that demonstrate a minimum of eighty (80) percent rating of consumer satisfaction each year.
- 4.5 The Contractor shall complete three (3) quarterly reports and one (1) annual report as described in Section 4, Reporting, according to the following schedule:
  - 4.5.1 Quarter 1, July – September DUE 10/15/2015
  - 4.5.2 Quarter 2, October – December DUE 1/15/2016
  - 4.5.3 Quarter 3, January – March DUE 4/15/2016
  - 4.5.4 Annual, July – June DUE 7/15/2016

### 5. Deliverables

- 5.1 The Contractor shall complete and submit the inputs, activities, and evaluation sections of the Exhibit A-1 within thirty (30) days from the contract effective date.
- 5.2 The Contractor shall maintain an HFA capacity of 85% or higher based on the number of Home Visitors included in the staffing plan.
- 5.3 The Contractor shall complete a minimum of three (3) nurse visits after a baby's birth prior to the baby's first (1<sup>st</sup>) birthday
- 5.4 The Contractor shall ensure each pregnant program participant receives a minimum of one (1) nurse visit per trimester.
- 5.5 ~~The Contractor shall submit the release of information authorization form in Section 2.10 to the Department for approval within ten (10) business days from the contract effective date.~~
- 5.6 The Contractor shall attend 100% of meetings, as described in Section 3.5 or submit an action plan describing the reason for absence and a plan to obtain the information/materials presented.
- 5.7 The Contractor shall conduct a minimum of eight hundred seventeen (817) home visits.



Exhibit A-1  
 Maternal and Child Health Title V  
 Home Visiting NH-Healthy Families America Report

AGENCY NAME: \_\_\_\_\_ SERVICE AREA: \_\_\_\_\_

REPORT COMPLETED BY: \_\_\_\_\_  Quarterly Report  Annual Report

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
	<p>EVALUATION ACTIVITIES</p>	<p>Performance Measure #1 (HFA Standard 7-5.B):</p> <p>70% of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening between 6-8 weeks postpartum.</p>	
		<p>SFY 16 Target <u>70%</u></p>	
		<p>Quarter 1 (July - September)            NUMERATOR            DENOMINATOR</p>	
		<p>Quarter 2 (October - December)            NUMERATOR            DENOMINATOR</p>	
		<p>Quarter 3 (January - March)            NUMERATOR            DENOMINATOR</p>	
		<p>Quarter 4 (April - June)            NUMERATOR            DENOMINATOR</p>	

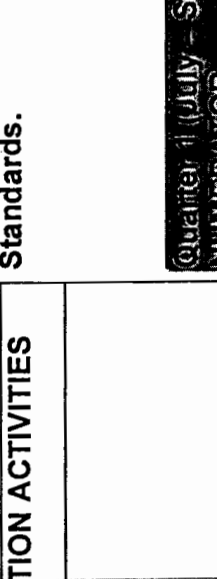
Exhibit A-1  
 Maternal and Child Health Title V  
 Home Visiting NH-Healthy Families America Report

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
	<p data-bbox="381 1089 629 1562"></p> <p data-bbox="629 1089 695 1562" style="text-align: center;"><b>EVALUATION ACTIVITIES</b></p>	<p data-bbox="381 619 629 1089">           Performance Measure #2 (HFA Standard 3-4.A):             Increase the percent of families who remain enrolled in HFA for at least 6 months from the baseline.         </p> <p data-bbox="629 619 695 1089">           SFY 15 Actual is baseline         </p> <div data-bbox="832 619 1343 1089" style="background-color: black; color: white; padding: 5px;"> <p>Quarter 1 (July - September)            NUMERATOR            DENOMINATOR</p> <p>Quarter 2 (October - December)            NUMERATOR            DENOMINATOR</p> <p>Quarter 3 (January - March)            NUMERATOR            DENOMINATOR</p> <p>Quarter 4 (April - June)            NUMERATOR            DENOMINATOR</p> </div>	

**Exhibit A-1  
Maternal and Child Health Title V  
Home Visiting NH-Healthy Families America Report**

INPUT/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTCOME)	ACTION PLAN FOR IMPROVEMENT
		<p>Performance Measure #3 (HFA Standard 6-7.A):</p> <p>95% of children who receive further evaluation after scoring below the "cutoff" on the ASQ-3.</p> <p>SFY 16 Target <u>95%</u></p>	
	<p align="center"><b>EVALUATION ACTIVITIES</b></p>		

**Exhibit A-1  
Maternal and Child Health Title V  
Home Visiting NH-Healthy Families America Report**

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

**Exhibit A-2 - Performance Measures**  
**Home Visiting New Hampshire- Healthy Families America**  
**(HVNH-HFA)**  
**Performance Measure Definitions Fiscal Year 2016\***

\*For all measures, consider services provided within Exhibit A, Scope of Services from July 1, 2015– June 30, 2016.

**Performance Measure #1**  
**HFA Standard 7-5.B**

**Measure:** 70% percent of women enrolled in the program received at least one Edinburgh Postnatal Depression Scale screening between 6-8 weeks postpartum.

**Goal:** All post-partum women enrolled in HVNH-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 between 6-8 weeks postpartum

**Denominator-**The total number of women in the program who gave birth in the past fiscal year, who are at least 8 weeks post partum and who were enrolled prior to 6 weeks after the birth of their baby.

**Data Source:** HVNH-HFA Data Records

**Performance Measure #2**  
**HFA Standard 3-4.A**

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

**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 7/1/2014 – 12/31/2014 for quarters 1 and 2 and 1/1/2015 – 6/30/2015 for quarters 3 and 4.

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

**Exhibit A-2 - Performance Measures**  
**Home Visiting New Hampshire- Healthy Families America**  
**(HVNH-HFA)**  
**Performance Measure Definitions Fiscal Year 2016\***

**Performance Measure #3**  
**HFA Standard 6-7.A**

**Measure:** 95% of children receive further evaluation after scoring below the "cutoff" on the ASQ-3

**Goal:** All children served who are determined to be at risk for developmental delays, will receive further evaluation.

**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 HVNH-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

**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).

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**Denominator-**The number of direct service staff/home visitors employed in the HVNH-HFA Program in the past fiscal year.

**Data Source:** HVNH-HFA Data Records



## 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) # 93.505 (<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.
4. Payment for services shall be made as follows:
  - 4.1. The Contractor shall submit an invoice by the tenth (10<sup>th</sup>) 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 invoice must be submitted by mail or e-mail to:

NH Department of Health and Human Services  
Division of Public Health Services  
Financial Administrator  
29 Hazen Drive  
Concord, NH 03301

E-mail: [dphscontractbilling@dhhs.state.nh.us](mailto:dphscontractbilling@dhhs.state.nh.us)
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 and/or State Fiscal Years, related items, and amendments of related budget exhibits, can be made by written agreement of both parties and do not required additional approval of the Governor and Executive Council.

Exhibit B-1 Budget

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

Bidder/Program Name: Good Beginnings of Sullivan County

Budget Request for: Home Visiting New Hampshire - Healthy Families America

Budget Period: July 1, 2016 - June 30, 2016

REVISED	Line Item	16	15	14	13	12	11	10	09	08	07	06	05	04	03	02	01	TOTAL		
	1. Total Salary/Wages	\$ 88,559.00	\$ 104,855.00	\$ 1,489.00	\$ 18,098.00	\$ 19,585.00	\$ 19,585.00	\$ 19,585.00	\$ 19,585.00	\$ 19,585.00	\$ 19,585.00	\$ 19,585.00	\$ 19,585.00	\$ 19,585.00	\$ 19,585.00	\$ 19,585.00	\$ 19,585.00	\$ 19,585.00	\$ 85,000.00	
	2. Employee Benefits	\$ 9,521.59	\$ 11,512.59	\$ 161.59	\$ 1,991.00	\$ 2,152.59	\$ 2,152.59	\$ 2,152.59	\$ 2,152.59	\$ 2,152.59	\$ 2,152.59	\$ 2,152.59	\$ 2,152.59	\$ 2,152.59	\$ 2,152.59	\$ 2,152.59	\$ 2,152.59	\$ 2,152.59	\$ 9,960.00	
	3. Consultants																			
	4. Equipment:																			
	Rental																			
	Repair and Maintenance																			
	Purchase/Depreciation																			
	5. Supplies:																			
	Educational																			
	Lab																			
	Pharmacy																			
	Medical																			
	Office	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 4,000.00
	6. Travel	\$ 6,195.00	\$ 6,195.00	\$ 2,195.00	\$ 11,180.00	\$ 11,180.00	\$ 11,180.00	\$ 11,180.00	\$ 11,180.00	\$ 11,180.00	\$ 11,180.00	\$ 11,180.00	\$ 11,180.00	\$ 11,180.00	\$ 11,180.00	\$ 11,180.00	\$ 11,180.00	\$ 11,180.00	\$ 11,180.00	\$ 4,000.00
	7. Occupancy																			
	8. Current Expenses																			
	Telephone																			
	Postage																			
	Subscriptions																			
	Audit and Legal																			
	Insurance																			
	Board Expenses																			
	9. Software																			
	10. Marketing/Communications	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
	11. Staff Education and Training	\$ 4,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
	12. Subcontracts/Agreements																			
	13. Other: HFA Affiliation fees	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00
	TOTAL	\$ 110,526.59	\$ 144,972.59	\$ 6,526.59	\$ 34,447.00	\$ 40,972.59	\$ 40,972.59	\$ 40,972.59	\$ 40,972.59	\$ 40,972.59	\$ 40,972.59	\$ 40,972.59	\$ 40,972.59	\$ 40,972.59	\$ 40,972.59	\$ 40,972.59	\$ 40,972.59	\$ 40,972.59	\$ 40,972.59	\$ 104,000.00

Indirect As A Percent of Direct 31.2%

Contractor Initials: MAC  
Date: 7/5/15





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 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. The Department reserves the right to renew the contract for up to three additional years, subject to the continued availability of funds, satisfactory performance of services 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)

109 Pleasant St  
Claremont NH 03743

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

Contractor Name:

7/8/15  
Date

Margaret Anne-Corn  
Name:  
Title: Executive Director





CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

7/18/15  
Date

Smart from Paul  
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:

7/8/15  
Date

Margaret Hosulal  
Name:  
Title: Executive Director



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

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

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

Contractor Initials MMC

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:

7/8/15  
Date

Margaret Howard  
Name: Executive Director  
Title:

Exhibit G

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

Contractor Initials MMH

Date 7/8/15



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:

7/8/15  
Date

Therese Thore-Carl  
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 (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) 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.

NH DHHS  
 The State  
[Signature]  
 Signature of Authorized Representative  
Brook Dupce  
 Name of Authorized Representative  
Bureau Chief  
 Title of Authorized Representative  
7/28/15  
 Date

Good Beginnings of Sullivan County  
 Name of the Contractor  
Margaret Monroe-Cassel  
 Signature of Authorized Representative  
Margaret Monroe-Cassel  
 Name of Authorized Representative  
Executive Director  
 Title of Authorized Representative  
7/15/15  
 Date



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

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

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

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

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

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

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

Contractor Name:

7/8/15  
Date

Margaret Kernalan  
Name:  
Title: Executive Director

New Hampshire Department of Health and Human Services  
Exhibit J



**FORM A**

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

1. The DUNS number for your entity is: 107210754
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: _____