



Nicholas A. Toumpas
Commissioner
Lorraine Bartlett
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-4451 1-800-852-3345 Ext. 4451
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May 5, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to amend an existing agreement with Children Unlimited, Inc. (Vendor # 156114-B001), 182 West Main Street, Conway NH 03818, for the provision of Comprehensive Family Support Services in the Carroll county area, by adjusting certain budget line items in State Fiscal Year 2015 in order to meet specified needs, effective upon Governor and Executive Council approval. The Governor and Executive Council approved the original agreement on June 18, 2014, (Item # 80). This is a zero cost amendment with no change to the contract end date of June 30, 2016. 100% Federal Funds.

Funds to support this request are available in the following accounts in State Fiscal Year 2015 and are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of funds in the future operating budget with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified without further approval from the Governor and Executive Council.

05-095-042-421010-29680000-102-5000734-42106802 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, TITLE IV-B SUBPART I

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Contracts for Program Services	42106802	\$4,545
2016	102-500734	Contracts for Program Services	42106802	\$4,545
			Total:	\$9,090

05-095-042-421010-29730000-102-500734-42107306 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, PROMOTING SAFE AND STABLE FAMILIES

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Contracts for Program Services	42107306	\$20,909
2016	102-500734	Contracts for Program Services	42107306	\$20,909
			Total:	\$41,818

N 5D

05-095-042-421010-29660000-102-500734-42106603 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, TITLE XX GRANTS-SSBG

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Contracts for Program Services	42106603	\$78,401
2016	102-500734	Contracts for Program Services	42106603	\$78,401
			Total:	\$156,802

05-095-045-450010-61460000-502-500891-45030206 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Payments to Providers	45030206	\$36,871
2016	502-500891	Payments to Providers	45030206	\$36,871
			Total:	\$73,742

05-095-090-902010-51900000-102-500731-90004009 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162
			Grand Total	\$292,614

EXPLANATION

The purpose of this amendment is to allow the vendor to adjust certain budget lines in order to meet contractual needs; and update the standard contract language in Exhibit C and Exhibit G. Children Unlimited, Inc. underestimated the necessary staff hours and the cost for educational trainings due to the combining of the other home visiting programs into this contract. The change has resulted in a request from the vendor to adjust the budget line items of Total Salary/Wages, Consultants, educational Supplies and Staff Education and Training. The Department supports the requested adjustments.

There are no additional funds being requested in this amendment. Other than the updating the contract standard language in Exhibit C and Exhibit G and the budget line adjustments outlined above, all other terms and conditions remain unchanged from the original agreement approved by the Governor and Executive Council on June 18, 2014, (Item # 80).

Comprehensive Family Support Services assist pregnant women and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. These services are designed to enable families to access the services they need and want in their home communities. These prevention services empower parents and give families an opportunity to learn and grow.

This contract was awarded as the result of a competitive bid process. On January 21, 2014, the Division issued a Request for Proposal for Comprehensive Family Support Services to serve the eleven (11) catchment areas in the State of New Hampshire. Twelve proposals were received.

Children Unlimited, Inc. was one (1) of the eleven (11) agencies selected in the competitive bid process.

Should the Governor and Executive Council not approve this request, the vendor would not be able to meet their contractual needs which could reduce the availability, accessibility, and quality of Comprehensive Family Support Services in the Carroll County area.

Area Served: Carroll County area

Source of Funds: 100% Federal Funds

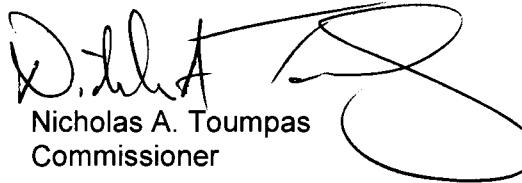
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



**Amendment #1 to the Children Unlimited, Inc Contract for
Comprehensive Family Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Comprehensive Family Support Services Contract**

This first Amendment to the Comprehensive Family Support Services contract (hereinafter referred to as "Amendment #1") dated this 30th day of March, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Children Unlimited, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 182 West Main Street, Conway, New Hampshire.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (Item #80), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, 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 this agreement may be amended only by an instrument in writing signed by the parties hereto and only after approval of such amendment by the Governor and Executive Council of the State of New Hampshire;

WHEREAS the State and the Contractor have agreed to amend Exhibit B and Exhibit B-1, Budget Period 7/1/2014 – 6/30/2015 of the contract;

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. Exhibit B, Method, Schedule, and Conditions Precedent to payment, to add:
 - 2.7 Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of amounts between budget line items and/or State Fiscal Years, related items, and amendment of related budget exhibits, can be made by written agreement of both parties and does not require additional approval of the Governor and Executive Council.
2. Replace Exhibit B-1, Budget Period 7/1/2014 – 6/30/2015 with:
Exhibit B-1 – Amendment #1, Budget Period 7/1/2014 – 6/30/2015
3. Replace Exhibit C – Special Provisions with:
Exhibit C – Amendment # 1
4. Add Exhibit C-2, Additional Special Provisions, Paragraph 2
 2. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella insurance coverage of not less than \$1,000,000 per occurrence; and
5. Replace Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance with:
Exhibit G, Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections.

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.

*JMS
4/1/15*



Amendment #1 to the Children Unlimited, Inc Contract for Comprehensive Family Support Services

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

5/12/15
Date

Mary Ann Cooney
Mary Ann Cooney
Associate Commissioner

Children Unlimited, Inc.

4/15/15
Date

Jacqueline H. Sparks, Executive Director
Name/Title

Acknowledgement:

State of New Hampshire, County of Carroll on 4/15/15, 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

Linda A. Wise
Name and Title of Notary or ~~Justice of the Peace~~





Amendment #1 to the Children Unlimited, Inc Contract for Comprehensive Family Support Services

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

OFFICE OF THE ATTORNEY GENERAL

5/15/15
Date

[Signature]
Name: Megan A. V. Spu
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:

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

Bidder/Program Name: Children Unlimited, Inc.

Budget Request for: CFSS/HVNH/CHFS

Comprehensive Family Support Services

RFP#15DHHS-OHS-DCYF-01

Budget Period: 07/01/2014-6/30/2015

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	\$ 122,340.00	\$ 8,354.00	\$ 130,694.00	\$ -	\$ 8,354.00	\$ 8,354.00	\$ 122,340.00	\$ -	\$ 122,340.00
2. Employee Benefits	\$ 10,926.00	\$ 6,715.00	\$ 17,641.00	\$ -	\$ 6,715.00	\$ 6,715.00	\$ 13,177.00	\$ -	\$ 13,177.00
3. Consultants	\$ -	\$ 1,400.00	\$ 1,400.00	\$ -	\$ 1,400.00	\$ 1,400.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ 1,800.00	\$ 1,800.00	\$ -	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 1,452.00	\$ 1,452.00	\$ -	\$ 895.00	\$ 895.00	\$ -	\$ -	\$ -
6. Travel	\$ 13,041.00	\$ 3,214.00	\$ 14,004.00	\$ -	\$ 3,214.00	\$ 3,214.00	\$ 10,790.00	\$ -	\$ 10,790.00
7. Occupancy	\$ -	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone/Utilities	\$ -	\$ 2,895.00	\$ 2,895.00	\$ -	\$ 3,452.00	\$ 3,452.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ 550.00	\$ 550.00	\$ -	\$ 550.00	\$ 550.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 3,800.00	\$ 3,800.00	\$ -	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 2,550.00	\$ 2,550.00	\$ -	\$ 2,550.00	\$ 2,550.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 1,600.00	\$ 1,600.00	\$ -	\$ 1,600.00	\$ 1,600.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ 8,470.00	\$ 8,470.00	\$ -	\$ 8,470.00	\$ 8,470.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 146,307.00	\$ 48,800.00	\$ 192,856.00	\$ -	\$ 48,800.00	\$ 48,800.00	\$ 146,307.00	\$ -	\$ 146,307.00

Indirect As A Percent of Direct 33.4%

Contractor Initials JAU
Date 4/15/15



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



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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



**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

JAS

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

April 15, 2015
Date

Jacqueline M. Sparks
Name: Jacqueline M. Sparks
Title: Executive Director

Exhibit G

Contractor Initials

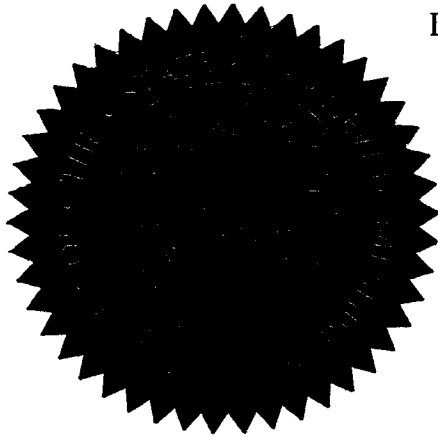
JMS

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

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 CHILDREN UNLIMITED, INC. is a New Hampshire nonprofit corporation formed May 2, 1986. 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 10th day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner". The signature is written in a cursive style with a long, sweeping underline.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Children Unlimited Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 3/24/15:
(Date)

RESOLVED: That the Jacqueline M. Sparks
(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 15th day of April, 2015
(Date Contract Signed).

4. Jacqueline M. Sparks is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Donese Oliver
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Carroll

The forgoing instrument was acknowledged before me this 16 day of April, 2015.

By Donese Oliver
(Name of Elected Officer of the Agency)

Linda A. Wise
(Notary Public/Justice of the Peace)



January 28, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/8/2015

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).

PRODUCER Chalmers Insurance Group - Ossipee Office PO Box 180 1230 Route 16 Center Ossipee NH 03814	CONTACT NAME: Caitlin Earle, ACSR, CPIA	
	PHONE (A/C No, Ext): (603) 539-7444 FAX (A/C No): (603) 539-4860 E-MAIL ADDRESS: cearle@ChalmersInsuranceGroup.com	
INSURED Children Unlimited, Inc. PO Box 986 Conway NH 03818-0986	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity	18058
	INSURER B: New Hampshire MMJUA	0043.
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL1511316440 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	GENERAL LIABILITY			PHPK1187850	7/1/2014	7/1/2015	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"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							Professional Liability \$ 1,000,000
	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 checked="" type="checkbox"/> OCCUR		PHUB462356	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Medical Professional Liability			NHJUA11837	7/1/2014	7/1/2015	Each Incident \$1,000,000
							Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Operations: Day Care Center

CERTIFICATE HOLDER State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE C Earle, ACSR, CPIA/C <i>C. Earle</i>

MISSION STATEMENT

Children Unlimited, Inc. is a community based non-profit corporation 501(c)(3), which provides services through its Developmental Childcare Program, Family Centered Early Supports and Services Program, The Children's Academy (Inclusive Multi-Age Educational Program Pre-K - First Grade), and The Family Connections Resource Center (prenatal–21 years). All of Children Unlimited's services for children and families are provided within natural settings. The mission of Children Unlimited is to provide quality, evidence-based developmental/educational, family support and intervention strategies for each child and family who is enrolled in one of our programs.

Our children's programs offer unique opportunities for young children of all abilities to learn and play together. This type of inclusive learning environment is highly beneficial for the education, social and emotional well-being of all children. We recognize that children maybe at a certain chronological age but may not be at the same developmental level. We believe that each child is an individual and grows and develops at his/her own rate in accordance with his/her own ability. We aim to foster this developmental process and encourage each child to achieve his/her fullest potential. Children have a unique learning style displaying their own interests, strengths, and weaknesses. But children are first and foremost children with needs, interests, and concerns that are common to all children even though their rate of growth may vary.

We further believe that each child is part of a family system and that families have many strengths. We believe that all families should be mentored, supported and encouraged to access and enjoy the natural support of extended family, friends and activities within their community. Through our Family Connections Resource Center, we offer assistance and guidance to help parents access appropriate community resources, attend parenting classes or support groups, and to become better advocates for themselves and their children in the community. We encourage and facilitate parent-to-parent connections in order to reduce social isolation. We support parents in understanding the developmental, emotional/behavioral, and social issues that their children or youth may experience. We focus on teaching problem-solving and coping strategies, reducing family stressors, and helping families become more self-sufficient. The overall objective is to prevent domestic violence, child abuse and neglect. We believe that all families have unique qualities and we respect each family's individual beliefs, values and cultural norms. We also know that families have hopes and dreams for themselves and their children, and we recognize and support these aspirations.

Children Unlimited, Inc. believes that all of our programs and staff members will collaborate in a variety of ways in order to facilitate and support the most effective and positive outcomes for children and families. We strive to develop strong collaborative relationships with professionals throughout Carroll County who are also working to facilitate the health and well-being of children and families.

"There is no development without relationships"

(Jack Schonkoff, Ph.D.)

CHILDREN UNLIMITED, INC.

FINANCIAL STATEMENTS

Year Ended June 30, 2014

CHILDREN UNLIMITED, INC.

FINANCIAL STATEMENTS

Year Ended June 30, 2014

TABLE OF CONTENTS

Independent Auditors' Report	1-2
Financial Statements:	
Statement of Financial Position	3
Statement of Activities and Changes in Net Assets	4
Statement of Cash Flows	5
Notes to Financial Statements	6-9
Independent Auditors' Report on Supplementary Information	10
Supplementary Information:	
Schedule of Functional Revenues	11
Schedule of Functional Expenses	12



MARSHALL & LIBBY, LLC

CERTIFIED PUBLIC ACCOUNTANTS

PAUL R. MARSHALL, CPA, PFS
RANDOLPH F. LIBBY, CPA
THOMAS G. TATON, CPA

INDEPENDENT AUDITORS' REPORT

Board of Directors
Children Unlimited, Inc.
Conway, NH

We have audited the accompanying financial statements of Children Unlimited, Inc., a non-profit Organization, which comprise the statement of financial position as of June 30, 2014, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of 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 Children Unlimited Inc. as of June 30, 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Children Unlimited Inc.'s 2013 financial statements, and our report dated September 27, 2013 expressed an unmodified opinion on those audited financial statements. 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.

Marshall + Libby, LLC

Portland, Maine
September 23, 2014

CHILDREN UNLIMITED, INC.

STATEMENT OF FINANCIAL POSITION

June 30, 2014, With Comparative Totals for 2013

	2014	2013
<u>ASSETS</u>		
CURRENT ASSETS:		
Cash	\$ 424,124	\$ 443,734
Accounts receivable, net	183,070	106,239
Prepaid expenses	2,359	2,805
Total current assets	609,553	552,778
FIXED ASSETS:		
Land	103,956	103,956
Playground	96,456	94,354
Buildings and improvements	1,342,614	1,342,614
Furniture and fixtures	3,470	3,470
Equipment	45,636	40,516
	1,592,132	1,584,910
Less accumulated depreciation	289,105	243,691
	1,303,027	1,341,219
Total assets	\$ 1,912,580	\$ 1,893,997
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES:		
Accounts payable	\$ 5,956	\$ 9,413
Accrued payroll and related liabilities	86,045	81,779
Prepaid town warrants	1,000	1,000
Total current liabilities	93,001	92,192
NET ASSETS:		
Unrestricted	1,663,301	1,610,553
Temporarily restricted	156,278	191,252
Total net assets	1,819,579	1,801,805
Total liabilities and net assets	\$ 1,912,580	\$ 1,893,997

See accompanying notes to financial statements.

CHILDREN UNLIMITED, INC

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2014, With Comparative Totals for 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Total</u>	<u>2013 Total</u>
SUPPORT AND REVENUE:				
Early intervention services	\$ 249,061	\$ 4,536	\$ 253,597	\$ 237,601
Preschool	679,282	-	679,282	645,808
Childcare	300,296	10,000	310,296	287,753
Children's Academy	76,100	60,000	136,100	77,305
Family resources	21,202	89,420	110,622	113,355
Pediatric services	19,103	-	19,103	27,887
Home based therapy services	2,447	-	2,447	-
Investment income	339	-	339	468
Other income	-	-	-	102,865
Total support and revenue	<u>1,347,830</u>	<u>163,956</u>	<u>1,511,786</u>	<u>1,493,042</u>
NET ASSETS RELEASED FROM RESTRICTIONS	<u>198,930</u>	<u>(198,930)</u>	<u>-</u>	<u>-</u>
EXPENSES:				
Early intervention services	280,938	-	280,938	285,829
Preschool	531,938	-	531,938	463,017
Childcare	354,858	-	354,858	432,334
Children's Academy	101,940	-	101,940	93,553
Family resources	159,980	-	159,980	156,149
Pediatric services	54,981	-	54,981	20,048
Home based therapy services	1,371	-	1,371	-
Fundraising and administrative	8,006	-	8,006	3,271
Total expenses	<u>1,494,012</u>	<u>-</u>	<u>1,494,012</u>	<u>1,454,201</u>
Changes in net assets	52,748	(34,974)	17,774	38,841
NET ASSETS, beginning of year	<u>1,610,553</u>	<u>191,252</u>	<u>1,801,805</u>	<u>1,762,964</u>
Net assets, end of year	<u>\$ 1,663,301</u>	<u>\$ 156,278</u>	<u>\$ 1,819,579</u>	<u>\$ 1,801,805</u>

See accompanying notes to financial statements.

CHILDREN UNLIMITED, INC.

STATEMENT OF CASH FLOWS

Year Ended June 30, 2014 With Comparative Totals for 2013

	<u>2014</u>	<u>2013</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Changes in net assets	\$ 17,774	\$ 38,841
Adjustments to reconcile changes in net assets to net cash provided by (used in) operating activities:		
Bad debts	-	11,315
In-kind gift	-	(4,000)
Depreciation	45,414	47,622
(Increase) decrease:		
Accounts receivable	(76,831)	(53,585)
Prepaid expenses	446	(582)
Increase (decrease):		
Accounts payable	(3,457)	(1,009)
Accrued payroll and related liabilities	4,266	(6,172)
Net cash provided by (used in) operating activities	<u>(12,388)</u>	<u>32,430</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Acquisition of fixed assets	<u>(7,222)</u>	<u>-</u>
Net cash used in investing activities	<u>(7,222)</u>	<u>-</u>
Increase (decrease) in cash	(19,610)	32,430
CASH, beginning of year	<u>443,734</u>	<u>411,304</u>
Cash, end of year	<u>\$ 424,124</u>	<u>\$ 443,734</u>

See accompanying notes to financial statements.

CHILDREN UNLIMITED, INC.

NOTES TO FINANCIAL STATEMENTS

June 30, 2014, With Comparative Totals for 2013

NOTE A – NATURE OF ORGANIZATION

Children Unlimited, Inc. (the Organization), located in North Conway, New Hampshire, is a nonprofit corporation formed in 1986. The Organization offers a distinctive developmental childcare program with a special emphasis on caring and nurturing children ages six weeks through eight years old. The Organization provides an inclusive childcare program that allows children with typical development and special needs to play and learn together. The Organization is supported primarily through tuition, contributions, and grants received from both public and private sources.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The Organization reports 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.

Unrestricted Net Assets

The part of net assets of a not-for-profit organization that is neither permanently restricted nor temporarily restricted by donor-imposed stipulations.

Temporarily Restricted Net Assets

The part of the net assets resulting from contributions and other inflows of assets whose use by the organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the organization pursuant to those stipulations.

Permanently Restricted Net Assets

The part of the net assets resulting from contributions and other inflows of assets whose use by an organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the organization. The Organization has no permanently restricted net assets.

CHILDREN UNLIMITED, INC.

NOTES TO FINANCIAL STATEMENTS

June 30, 2014, With Comparative Totals for 2013

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Contributions

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor designations. When net assets are used for their intended purpose, they are released and reclassified as unrestricted net assets.

All non-cash contributions are recorded at the estimated fair market value at the date of the contribution. They are considered available for unrestricted use, unless specifically restricted by the donor or subject to other legal restrictions.

Fixed Assets

Fixed assets are stated at cost, or, if donated, at the estimated fair market value at the date of donation. Depreciation is recorded using the straight-line method at various rates calculated to allocate the cost of the respective items over their estimated useful lives. Depreciation of buildings and other fixed assets is provided using estimated useful lives of three to thirty-nine years.

Estimates

The preparation of financial statements in accordance 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 revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash Equivalents

For purposes of the statements of cash flows the Organization considers all savings, short-term investments and certificates of deposit to be cash equivalents.

CHILDREN UNLIMITED, INC.

NOTES TO FINANCIAL STATEMENTS

June 30, 2014, With Comparative Totals for 2013

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

The Organization is exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has classified the Organization as other than a private foundation.

Advertising

The Organization follows the policy of charging costs of advertising to expense as incurred. Total expenses paid during 2014 and 2013 were \$167 and \$711, respectively.

NOTE C – ACCOUNTS RECEIVABLE

Accounts receivable are comprised of amounts billed for services performed but not yet received by the Organization. The Organization periodically reviews all outstanding receivable amounts for collectability.

At June 30, 2014 and 2013, accounts receivable consisted of the following:

	<u>2014</u>	<u>2013</u>
Early intervention services	\$ 32,316	\$ 17,066
Preschool	90,684	57,407
Childcare	35,728	31,946
Family resources	22,764	1,320
Pediatric services	<u>3,078</u>	<u>-</u>
	185,600	107,739
Less allowance for doubtful accounts	<u>(1,500)</u>	<u>(1,500)</u>
Net accounts receivable	<u>\$ 183,070</u>	<u>\$ 106,239</u>

CHILDREN UNLIMITED, INC.

NOTES TO FINANCIAL STATEMENTS

June 30, 2014, With Comparative Totals for 2013

NOTE D – CASH MAINTAINED IN FINANCIAL INSTITUTIONS

As of June 30, 2014, the Organization maintained cash balances in two Federal Deposit Insurance Corporation (FDIC) member financial institutions. FDIC member financial institutions insure deposits to \$250,000. At various times throughout the year, the Organization had cash in excess of FDIC insurance limits. At June 30, 2014, cash balances exceeded FDIC limits by \$84,264.

NOTE E – LINE OF CREDIT

The Organization has available a \$200,000 line of credit. The line is secured by the real estate. There was no outstanding balance on this line at June 30, 2014 and 2013.

NOTE F – FAIR VALUE OF INSTRUMENTS

The Organization's financial instruments are cash and cash equivalents, accounts receivable and accounts payable. The recorded values of cash and cash equivalents, accounts receivable and accounts payable approximate their fair values based on their short-term nature.

NOTE G – RECLASSIFICATIONS

Certain reclassifications have been made to prior year amounts to conform with current year presentation. There have been no changes to previously reported net assets.

NOTE H - SUBSEQUENT EVENTS

Management has evaluated subsequent events through September 23, 2014, the date on which the financial statements were available to be issued.



MARSHALL & LIBBY, LLC

CERTIFIED PUBLIC ACCOUNTANTS

PAUL R. MARSHALL, CPA, PFS
RANDOLPH F. LIBBY, CPA
THOMAS G. TATON, CPA

INDEPENDENT AUDITORS' REPORT
ON SUPPLEMENTARY INFORMATION

Board of Directors
Children Unlimited, Inc.
Conway, NH

We have audited the financial statements of Children Unlimited, Inc. as of and for the year ended June 30, 2014, and have issued our report thereon dated September 23, 2014, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional expenses is presented for the 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 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.

Marshall & Libby, LLC

Portland, Maine
September 23, 2014

CHILDREN UNLIMITED, INC.

SCHEDULE OF FUNCTIONAL REVENUES

Year Ended June 30, 2014, With Comparative Totals for 2013

	Early intervention services	Preschool	Childcare	Children's Academy	Family resources	Pediatric services	Home based therapy services	Investment income	2014 Total	2013 Total
Contributions	\$ -	\$ -	\$ 29,674	\$ 48	\$ 21,059	\$ -	\$ -	\$ -	\$ 50,781	\$ 156,501
Grants	4,534	-	10,000	60,000	89,420	-	-	-	163,954	108,940
Town warrants	29,100	-	-	-	-	-	-	-	29,100	29,100
Medicaid income	218,906	-	-	-	-	-	-	-	218,906	202,995
Prvt insurance/prvt pay	914	10,763	230,222	-	-	-	-	-	241,899	180,645
Therapies/evaluations	-	140,400	-	-	-	11,539	2,305	-	154,244	152,264
One-on-one aide	-	201,130	-	-	-	3,221	-	-	204,351	190,800
Tuition	-	326,846	-	75,909	-	-	-	-	402,755	376,666
Fundraising	-	-	14,831	-	-	-	-	-	14,831	13,737
Special service contracts	-	-	-	-	-	-	-	-	-	22,106
Play therapy	-	-	14,238	-	-	-	-	-	14,238	12,084
In-kind services	143	143	143	143	143	143	142	-	1,000	1,000
In-kind gifts	-	-	-	-	-	-	-	-	-	4,000
Annual appeal	-	-	11,188	-	-	-	-	-	11,188	34,671
Evaluation room rental	-	-	-	-	-	4,200	-	-	4,200	4,200
Interest	-	-	-	-	-	-	-	339	339	468
Miscellaneous	-	-	-	-	-	-	-	-	-	2,865
	<u>\$ 253,597</u>	<u>\$ 679,282</u>	<u>\$ 310,296</u>	<u>\$ 136,100</u>	<u>\$ 110,622</u>	<u>\$ 19,103</u>	<u>\$ 2,447</u>	<u>\$ 339</u>	<u>\$ 1,511,786</u>	<u>\$ 1,493,042</u>

See accountants report on supplementary information.

CHILDREN UNLIMITED, INC.

SCHEDULE OF FUNCTIONAL EXPENSES

Year Ended June 30, 2014, With Comparative Totals for 2013

	Early intervention services	Preschool	Childcare	Children's Academy	Family resources	Pediatric services	Home based therapy services	Fundraising and Administrative	2014 Total	2013 Total
Salaries	\$ 174,055	\$ 441,413	\$ 209,947	\$ 75,172	\$ 106,968	\$ 38,436	\$ 1,129	\$ -	\$ 1,047,120	\$ 1,006,821
Payroll taxes	29,331	16,338	35,517	-	6,437	-	-	-	87,623	94,581
Employee benefits	17,092	21,440	10,692	11,905	12,972	-	-	-	74,101	63,924
Staff training	-	850	-	-	933	-	-	-	1,783	100
Bad debts	-	-	-	-	-	-	-	-	-	11,315
Consulting	23,960	1,549	15,084	1,964	3,037	15,124	-	4,585	65,303	64,931
Dues and subscriptions	735	180	49	40	919	-	-	-	1,923	1,760
Conferences	276	759	-	200	190	-	-	-	1,425	2,479
Advertising	-	-	167	-	-	-	-	-	167	711
Food	411	1,419	2,835	345	508	-	-	-	5,518	5,425
Supplies	158	2,339	3,938	1,078	1,034	-	-	1,340	9,887	6,260
Insurance	8,876	2,454	1,336	1,813	1,647	386	-	-	16,512	19,664
Maintenance	3,039	5,307	8,650	1,957	3,372	-	-	-	22,325	21,906
Postage	119	372	115	139	149	-	-	37	931	1,290
Program education	437	2,973	955	541	1,012	-	-	-	5,918	10,887
Family support	-	-	100	-	832	-	-	-	932	176
Telephone	649	913	1,582	296	1,249	-	-	-	4,689	5,634
Travel	11,625	7,234	2,408	2,332	10,425	890	242	-	35,156	32,663
Utilities	1,697	4,237	5,958	1,062	1,050	-	-	-	14,004	13,356
Bank fees	-	-	-	-	-	-	-	1,044	1,044	211
Depreciation	5,261	17,159	17,733	-	5,261	-	-	-	45,414	47,622
Bookkeeping	1,201	760	1,063	355	1,178	145	-	-	4,702	4,509
Legal and accounting	1,250	3,335	2,001	2,584	-	-	-	1,000	10,170	10,000
Office supplies	766	907	887	157	807	-	-	-	3,524	4,453
Ferland scholarships	-	-	25,010	-	-	-	-	-	25,010	16,601
Gibson-Woodbury scholarships	-	-	8,831	-	-	-	-	-	8,831	6,922
	\$ 280,938	\$ 531,938	\$ 354,858	\$ 101,940	\$ 159,980	\$ 54,981	\$ 1,371	\$ 8,006	\$ 1,494,012	\$ 1,454,201

See accountants report on supplementary information.



Board of Directors 2015

Officers:

****President
Donese Oliver**

****Treasurer
Charlie Macomber**

****Secretary
Marie Olson**

Board Members:

Sue Battles

Rachel Vose

Dr. Kathryn Karlsson

Jan Kisluk

Gerald Milliken Jr.

Rachael MacMillan

David Huntington

Bonnie Gould

Kate Ricci

Joanne Faille

Emeritus:

Lisa Baumgartner

Barbara Ross

PO Box 74
Effingham, NH 03882-0074
Phone: (603) 539-6800
Fax: (603) 539-6800
E-mail: bross@childrenunlimitedinc.org

Qualifications

30+ years of experience in the field of social work and family counseling, including residential treatment for adolescents, community health, early intervention, parent education and support, and individual and family counseling.

Areas of Expertise

Providing individual and family therapy from a systems-focused perspective, conflict mediation and relational skills, crisis intervention, support and education to parents, supervised visitation, multidisciplinary teaming and collaboration. Coordination of family resource center, which includes supervision of family support providers, networking, and collaboration with community agencies.

Work History

- 2010 to present, Family Connections Resource Center Coordinator, Children Unlimited, Inc. Supervision of family support providers, home visiting, parent education and support, including parenting classes; case management, resource and referral, collaboration and networking with community and state agencies. Conway NH
- 2004 to 2010, Family Therapist at Familystrength. Home-based individual and family therapy from a strength-based, solution-focused model; crisis intervention, advocacy and collaboration. Dover NH
- 1988 to 2004, Social Worker at White Mountain Community Health Center and Children Unlimited, Inc. Responsibilities include family support and education, home visiting, parent support groups, supervised visitation, developmental assessments; community networking and advocacy in a community health setting. Conway NH
- 1983 to 1988, Counselor at Greentree Girls Program. Counseling and case management for adolescent girls in a residential setting. Brockton MA
- 1979 to 1983, Counselor at Urban Woman and Child Health. Counseling pregnant and postpartum women in a clinic setting. Jamaica Plain MA
- 1977 to 1979, Counselor at Beth Israel Hospital, OB/GYN clinic. Counseling and advocacy for prenatal and postpartum women, in a clinic setting. Boston MA

Barbara Ross

Education

- 1973 to 1977, Bachelor of Arts in Psychology from Brandeis University Waltham MA
- 1977 to present. Throughout this period, I have participated extensively and received certificates in the following areas: child abuse and neglect, domestic violence, motivational interviewing, attachment, cognitive behavioral therapy, brief therapy, treatment planning, et al.

Volunteer Experience

- 1978-1981, Counselor and Speaker for Boston Area Rape Crisis Center Cambridge MA
- 1973, VISTA Volunteer. Provided family support and education, repair and refurbishing of homes.
Abbeville, Louisiana

References

Furnished upon request.

Schelley Rondeau

Central New Hampshire VNA and Hospice
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.

Home Health Nurse/Maternal Child Health Nurse 1997-current

*VNA-Hospice of Southern Carroll County and
Vicinity, Inc. Wolfeboro, NH 03894*

Responsible for primary client care for home health patients, maternal-newborn visits, home visiting for Good Beginnings program, Child Health Program, collaborates with parent educator and community resources.

Responsible for Children's and adults immunization clinics

Intake Nurse 1995 - 97

*VNA-Hospice of Southern Carroll County and
Vicinity Wolfeboro, NH*

Responsible for intake of new referrals, staff scheduling, case management and supervision of staff nurses

Staff Nurse

*Gorgas Army Community Hospital
Republic of Panama*

1991-95

Supervision and staff nurse on a Pediatric and Orthopedic ward

EDUCATION

BACHELOR OF SCIENCE IN NURSING 1982 -86

Vermont College Norwich, Vermont

Commander's Award for Public Service- June 1995

Superior Performance Award from Gorgas Army Community Hospital 1994

Certified as Lactation Counselor -current

Certified in Parents As Teachers program 2003-current

CURRICULUM VITAE

Jacqueline Merrill Sparks, MS, OTR/L, IMHS, CEIM

Education

- 2011 Certified Educator of Infant Massage (International Association of Infant Massage)
1999 Certification: Infant Mental Health (Infant Mental Health Counselor)
1997-1999 Postgraduate Clinical Infant Mental Health Fellowship Appointment,
Boston Institute for Psychotherapists, Boston, MA
1976-1979 Master of Science in Occupational Therapy with dual Pediatric Specialties:
 - Clinical Psycho-Social Therapy
 - Developmental DisabilitiesBoston University, Sargent College of Allied Health Sciences, Boston, MA: Magna Cum Laude

MCHS/UAF Grant Recipient: Academic work: Boston University, Boston, MA
Clinical affiliation: Eunice Kennedy Shriver Center, Waltham, MA

New Hampshire Infant Mental Health Credential

- 2014 Early Childhood and Family Mental Health Reflective Consultant and Supervisor

Thesis An Instrument for Assessment of Mother-Infant Attachment Behaviors During Feeding

- 1966-1970 Bachelor of Science Degree in Occupational Therapy
University of New Hampshire, Durham, NH

Professional Memberships:

American Occupational Therapy Association
Registration number: #207647
(Member since 1971)

National Board for Certification in Occupational Therapy, Inc.
Certification number: #AA207647

The State of New Hampshire
Board of Registration in Medicine
Occupational Therapist License number: #0389

New Hampshire Association for Infant Mental Health
Charter Member; Advocate Member

Early Education and Intervention Network of NH
(Member since 1986)

International Association of Infant Massage (headquartered in Sweden)
US Chapter – Infant Massage USA
(Member since 2010)

Professional Experience:

- 1986-Present Co-founder and Executive Director of Children Unlimited, Inc., Conway, NH.
Occupational Therapist
Sensory Integration/Sensory Processing Disorders Therapist
- 1999-Present Infant/Early Childhood Mental Health Therapist
Parent-Child Relationship Therapist
- 2011-Present Certified Educator of Infant Massage
- 1990-Present Professional Consultation

Areas of Expertise: Attachment/Attachment Disorders, Parent-Child Relationship Issues, Early Childhood Social/Emotional Development and Disorders, Post-Traumatic Stress Disorders in Young Children, Behavior Management Strategies, Autism Spectrum Disorders (Early Identification and Intervention Strategies), Sensory-Motor Processing Disorders and Interventions, "Fussy Baby" Assessments and Consultations, Infant Massage Educator, Inclusion of children with educational disabilities into regular preschool, and child care programs, Identifying signs and symptoms of child abuse/neglect in young children.

- 10/71-6/76 Occupational Therapist at Children's Developmental Workshop (psychiatric day program for children 4-7 years old), Boston State Hospital, Dorchester Mental Health Center, Dorchester, MA.

Specialized Trainings:

- 2013 Fussy vs. Colicky Infants: Identification and Intervention Strategies
- 2013 Post-Traumatic Stress Disorders in Infants and Young Children and Its Effect on Development
- 2013 Certification: Nonviolent Crisis Intervention (Crisis Prevention Institute)
- 2007-2012 NH Responds Project: Response-to-Intervention system for emergent literacy and effective behavioral interventions
- 2011 Training: Signs & Symptoms of Post-Traumatic Stress Disorders in Infants and Young Children
- 2011 Certification: Nonviolent Crisis Intervention: Autism Spectrum Disorders (Crisis Prevention Institute)
- 2011 Certification: Nonviolent Crisis Intervention (Crisis Prevention Institute)
- 2008 Master Class - Infant Cry & Sleep Problems: Why Parental Mental Health Matters
- 2008 Training: Executive Dysfunction - The Disorganized, Defiant, and Chaotic Child/Adolescent
- 2006 The Vulnerability of Attachment: How Early Emotional Development is Affected by Trauma or Disability (Michael Trout, Infant-Parent Institute, Champaign, IL)
- 2006 Administration and Scoring of the Autism Diagnostic Observation Schedule
- 2001 Certification: Early Intervention Associate
- 2006 Training: Natural Language Paradigm Therapy: Autism Spectrum Disorders (Bob Sisson, Ph.D.)
- 2005 Training: Advanced Practice/Attachment & Trauma (Dan Hughes, Ph. D.)
- 2005 Assessing/Treating Regulatory, Emotional and Sensory Deficits
- 2000-2001 Behavior Management Training Series

- 1997-1999 Postgraduate Clinical Fellowship in Infant Mental Health Therapy
- 1995-1996 Family Systems Theory/Family Therapy Course
- 1994 Child Sexual Abuse Response Team Training
- 1992 Crisis Intervention Team Training (Psychological and Traumatic Events)

Commendations:

- 2010 Early Learning New Hampshire Champion Award
- 2006 The Bob Morrell Award (Mount Washington Valley Economic Council): For Community Leadership and Commitment to Building Social Capital
- 2006 Conway Village Area Chamber of Commerce: Business Citizen of the Year
- 2006 Exemplary Leadership and Service Award (Children Unlimited, Inc.) for Outstanding Services for Foster Families; NH Division of Children, Youth & Families
- 1996 Nominated: Dr. Roger M. Fossum Award for Outstanding Service to Children; NH Attorney General's Child Abuse Prevention Team
- 1993 Award, Excellence in Early Intervention; E. I. Network of New Hampshire

Board Affiliations:

- 2013-Present Endowment For Health Charitable Foundation
- 2012-Present SPARK NH: Policy Committee
- 2010-2011 NH Early Childhood Advisory Committee: Steering Committee
- 2010-2011 NH Early Childhood and Family Mental Health Competencies Development Committee
- 2009-Present The Attorney General's Task Force on Child Abuse and Neglect
- 2007-2012 NH Responds (Effective Behavioral Interventions & Emergent Literacy to Promote Student Success) – SAU #9 Steering Committee
- 2007-2012 NH Autism Advisory Committee
- 2006-2010 North Country Autism Spectrum Disorders Network
- 2001-Present Infant Mental Health Regional Team (Founding Member)
- 2000-Present Kennett High School (KHS) Career and Technical Advisory Council
- 1998-Present Early Childhood Development Program Advisory Committee: KHS
- 1997-2001 Curriculum Committee (Infant Clinical Fellowship) Boston Institute for Psychotherapists
- 1989-2011 NH Interagency Coordinating Council (Early Intervention Advisory Committee – NH Governor Appointment)

Related Professional Experience:

- 1985-Present Guest Lecturer (Colleges/Universities); Community College Instructor; Professional Presenter and Consultant; Clinical Supervisor and Mentor; Early Childhood and Family Mental Health Reflective Consultant and Supervisor

References available upon request.

Bette Coffey
Central New Hampshire VNA&Hospice
bcoffey@centralvna.org

BRANCH DIRECTOR 10/2010-PRESENT
CENTRAL NH VNA AND HOSPICE
RESPONSIBLE FOR BRANCH ADMINISTRATION OF LICENSED HOME HEALTH AGENCY

EXECUTIVE DIRECTOR 4/2009-CURRENT
VNA-HOSPICE OF SOUTHERN CARROLL COUNTY AND VICINITY
RESPONSIBLE FOR ADMINISTRATION OF LICENSED HOME HEALTH AGENCY ON AN INTERIM BASIS

MCH Coordinator 1985-current
VNA-HOSPICE OF SOUTHERN CARROLL COUNTY AND VICINITY

Responsible for overall administration of maternal child health department including fiscal management, staff supervision, coordination of clinics, management of home visiting programs, grant writing, program planning, child care consulting, development of school- based dental program.

Assistant Clinical Coordinator for Home Care
VNA-Hospice of Southern Carroll County and Vicinity
2006 – 2009
Responsible to assist clinical director with management of home care department.

STAFF NURSE 1983-85
VNA-Hospice of Southern Carroll County Wolfeboro, NH
Home Health Care and work in well child and WIC clinics.

Staff Nurse Concord Hospital
1977-83
Concord, NH

Medical-surgical unit, charge nurse responsibilities

EDUCATION

1974-77
Nursing
Mary Hitchcock Memorial Hospital School of Nursing
Hanover, NH

Bachelor of Science 1990-94
New England College Henniker, NH

Professional License
Registered Nurse- State of New Hampshire

Deborah Byrne-Huskey

Summary of Qualifications

Highly organized, professional, and detailed-oriented. Experience dealing with clients, executives, and employees.

Dedicated and focused. Able to multi-task and prioritize to insure that projects reach goals.

Self motivated with excellent written and verbal communication skills. Ability to solve problems effectively and efficiently under strict confidentiality.

Able to grow positive relationships with colleagues and clients

Computer skills include MS Word, Excel, Access, Outlook, Act, Quick-Books.

Fast learner, willing to take on challenges, team player with a positive attitude.

Professional Experience

12/2006-8/2010

GYLI, Inc. Southampton NY

Full Charge Bookkeeper

Accounts Payable/ Accounts receivable/Bank Reconciliations

Journal Entry/General Ledger/Payroll/Financial Reports

Collections

State and Federal quarterly reports/preparation of sales tax reports.

Worker's compensation/liability insurance claims and audits.

Unemployment insurance claims/reports.

Medical Benefits Administration/COBRA compliance.

Contract review

Correspondence preparation and review

2004-2006

Innovative Realty, Pelham, New Hampshire

Licensed New Hampshire Real Estate Agent

Duties include all aspects of representing sellers, buyers, tenants, and landlords, within the code of ethics established by the National Board of Realtors.

Contract preparation, lease and purchase and sale agreements.

HUD Statement verification for accuracy, inspection resolution.

Assuring that all documents were in place to insure a closing.

2003-2004

C.N. Brown, Lancaster, New Hampshire

Secretary/Bookkeeper

Heavy use of multi-line phone

Direct customer contact/Resolution of customer issues

Showroom sales

Accounts receivable, bank deposits, Collections on past due accounts.

Dispatching service men

1999-2002

Tortorella Swimming Pools, Southampton, NY

Executive Assistant to CEO and Sales Executives

Responsible for all correspondence for President as well as sales executives.

Screening of calls, scheduling appointments, personal and professional.

Preparation of all contracts.

Meeting with high profile clients to establish the details concerning their construction.
Reading of blueprints and surveys, reviewing job sites.
Preparing quotes and bids for projects.
Obtaining building permits and preparing any other necessary documents if required, such as DEC requirements, set back issues, or legal referral. Attendance at Planning Board meetings.
Working directly with drafting department on plans and design.
Checking sites to insure progress of work for President to include timeliness as well as legal requirements.
Attendance at all meetings to include notes to prepare minutes.
Dictation
Handling of adverse situations as they presented themselves-internal and external.
Collection of payments from clients when directed by president.

Education

East Hampton High School
Niagara University

Professional References: Please see attached

Cathleen A. Livingston

Education: B.A. in Psychology Ithaca College Ithaca, NY 1988
Minors: Exercise Science and Sport Studies

Professional Experience:

2011-present: Family Connections Resource Center, Children Unlimited **Family Support Provider**

Provide parent education, home visiting, support and education with community resources. Identify family strengths, assess needs, develop and implement an action plan to achieve success at home and in the community. Child Health Support Provider: in-home support for children and families in conjunction with Division of Children, Youth and Families, family counseling from a strength-based, solution focused model, behavioral health management, referrals, supervised visitation and crisis intervention.

2002-2011: Starting Point **Direct Service Administrator/ Shelter Manager**

Oversee daily functioning of emergency shelter, provide case management services to shelter clients, provide court, hospital and support line advocacy. Co-facilitate trauma support group. Manage, recruit and train all volunteers and maintain current files.

1997-2002: Northern Human Services **Children's Case Manager**

Responsible for a caseload of over 20 families, wrote and implemented treatment plans, provided outreach services to children and families, member of the treatment team, acted as liaison and advocate in schools for identified children. Maintained files in accordance with state regulations.

1993-1996: Bartlett Community Preschool **Teacher's Assistant**

Responsible for assisting head teacher/director in leading educational activities for children aged 3-6. Planned field trips and managed the lunch program. Provided after school care for children aged 3-12.

1990-1991: Pine Tree Elementary School **Special Education Aide**

Aide for a kindergarten child with autism. Provided support in all classroom activities. Attended all IEP meetings.

1989-1990: Conway Elementary School **Special Education Aide**

Provided individual and small group instruction for three students in the second grade in reading and math. Assisted classroom teacher with daily activities.

Associations:

Member of the White Mountain Milers
Sigma Xi Honor Society

References:

Furnished upon request

HELEN RAUTENBERG

OBJECTIVE

To provide educational and support services to families in a maternal-infant family support program.

WORK EXPERIENCE

Wolfeboro Area Children's Center 1998-Current
Wolfeboro, NH

Home Visitor for Good Beginnings (HVNH) and Child Health program (Central NH VNA & Hospice)

- Provides education on parenting skills, prenatal and child health, self-sufficiency skills, referral to appropriate resources, facilitates family playgroup, participates in team meetings and case supervisions. Additional duties at Children's Center include staff development, music and creative movement for classrooms.

Child Care Worker 1993-Current

- Child care and developmental education for infants and toddlers in a group day care setting. Responsible for First Aid and CPR training for staff

AGH Associates

Special Education Aide 1987-93

- One on one aide for severe and profound multi-handicapped students, grades one through six.

EDUCATION

ASSOCIATE DEGREE IN EARLY CHILDHOOD EDUCATION

College for Lifelong Learning 1997-2000

Graduated with 4.0 GPA

Parents As Teachers Certification 2002-Current

Program Staff List

New Hampshire Department of Health and Human Services COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Children Unlimited, Inc.

Program: CFSS/HVNH/CHFS

Budget Period: 07/01/2014-06/30/2015

Revision 1 04/23/2014

A	B	C	D	E	E
Position Title	Current Individual In Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week	Amnt Funded by this program for Budget Period	Amnt Funded by other sources for Budget Period
Administrative Salaries					
Program Coordinator	Barbara Ross	\$22.00	20	\$ 22,880	
Program Coordinator-RN	Schellely Rondeau	\$52.00	12	\$ 32,448	
Executive Director	Jackie Sparks	\$40.00	10	\$ 20,800	
Program Director	Bette Coffey	\$39.00	2	\$ 4,056	
Finance Administrator	Deborah Huskey	\$20.00	2	\$ 2,150	
Total Admin. Salaries				\$ 82,334	\$0
Direct Service Salaries					
Home Visitor	Cathleen Livingston	\$15.75	40	\$ 32,760	
Home Visitor	Helen Rautenberg	\$25.00	12	\$ 15,600	
Total Direct Salaries				\$ 48,360	\$0
Total Salaries by Program				\$ 130,694	\$0.00

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be via e-mail to all programs submitting a Letter of Intent by the due date.

*Please list which site(s) each staff member works at, if your agency has multiple sites.

50m

TV 80



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES
 DIVISION FOR CHILDREN, YOUTH & FAMILIES

Nicholas A. Toumpas
 Commissioner

 Mary Ann Cooney
 Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4451 1-800-852-3345 Ext. 4451
 FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 23, 2014

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

95.34 % Federal Funds
 4.66 % General Funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into agreements with the vendors identified below, for the provision of Comprehensive Family Support Services, in an amount not to exceed \$3,212,394, effective July 1, 2014 or date of Governor and Council approval, whichever is later, through June 30, 2016.

Vendor	Vendor Number	Location	Amount
Child and Family Services of New Hampshire (Concord Service Area)	17766-B002	464 Chestnut Street Manchester NH	\$292,614
Child and Family Services of New Hampshire (Manchester Service Area)	17766-B002	464 Chestnut Street Manchester NH	\$292,614
Child and Family Services of New Hampshire (Southern Service Area)	17766-B002	464 Chestnut Street Manchester NH	\$292,614
Children Unlimited, Inc.	156114-B001	182 West Main Street Conway, NH	\$292,614
Community Action Partnership of Strafford County	177200-B004	642 Central Ave Dover NH	\$286,254
Families First of the Greater Seacoast	166629-B001	100 Campus Drive, Suite 12 Portsmouth NH	\$292,614
Good Beginnings of Sullivan County	170625-B001	109 Pleasant Street Claremont NH	\$292,614
Home Healthcare, Hospice and Community Services	177274-B002	312 Marlboro Street Keene NH	\$292,614
Lakes Region Community Services Council	177251-B001	719 North Main Street Laconia NH	\$292,614
The Family Resource at Gorham (Berlin Service Area)	162412-B001	123 Main Street Gorham NH	\$292,614
The Family Resource at Gorham (Littleton Service Area)	162412-B001	123 Main Street Gorham NH	\$292,614
Total			\$3,212,394

Funds to support this request are available in the following accounts in State Fiscal Year 2015 and are anticipated to be available in State Fiscal Year 2016, upon the availability and continued appropriation of funds in the future operating budget with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified without further approval from the Governor and Executive Council.

05-095-042-421010-29680000-102-500734-42106802 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, TITLE IV-B SUBPART I

05-095-042-421010-29730000-102-500734-42107306 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, PROMOTING SAFE AND STABLE FAMILIES

05-095-042-421010-29660000-102-500734-42106603 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, SOCIAL SERVICES BLOCK GRANT

05-095-045-450010-61460000-502-500891-45030206 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

05-095-090-902010-51900000-102-500731-90004009 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH

05-095-090-902010-51900000-102-500731-90004105 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH

Please see attachment for fiscal details.

EXPLANATION

Comprehensive Family Support Services assist pregnant women and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. These services are designed to enable families to access the services they need and want in their home communities. These prevention services empower parents and give families an opportunity to learn and grow.

The Division for Children, Youth and Families and Division of Public Health Services /Maternal Child Health Services blended three family health and support related programs, into one program. This Comprehensive Family Support Services represents such efforts.

New Hampshire DHHS Comprehensive Family Support Services:

In 2002, The Division for Children, Youth and Families, launched a family support partnership, entitled Comprehensive Family Support Services. Support and prevention-based services and programs were provided to thousands families and individuals throughout the state. Due to the success of these prevention-oriented programs, the Division for Children, Youth and Families has recognized the benefit of provider services to families as an effort to keep them from becoming involved in other systems of care.

Currently, there are 25 community-based family resource centers in operation across the State of New Hampshire, which provide a range of support services to families and children that focus on strengthening, supporting and building on the strengths and skills of individuals while also ensuring developmental screening for children six and under. These centers are often key local stakeholders in groups that assess and advocate for the needs of local families.

New Hampshire DHHS Home Visiting NH:

In 2001, the Division of Public Health Services Maternal and Child Health Section began Home Visiting New Hampshire, a statewide, family focused and child centered, preventive program that provides, health, education, support and linkages to community services to eligible, pregnant women and their families in their home until her child is twelve (12) months old. Contractors provide these services in nine (9) of the Division for Children, Youth and Families service areas. The goals of Home Visiting New Hampshire are to promote healthy pregnancy and birth outcomes, promote a safe and nurturing environment for children, and enhance families' life course and development.

Child and Family Health Support Services:

Child and Family Health Support Services have been available through local community health and home visiting agencies for approximately twenty years with funds that had previously supported the state's network of "well baby clinics". These services provide assistance with health care enrollment, referrals, case management, care coordination, education and counseling relative to the child and family and can be conducted by home, office visit or by telephone when appropriate. The goal of Child and Family Health Support Services is to promote the health and well-being of children from birth through age eighteen, with priority given to children birth through age ten.

This contract was competitively bid. On January 21, 2014 the Department issued a Request for Proposals to solicit proposals for the provision of Comprehensive Family Support Services to assist expectant women along with children and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. The request for proposals was available on the Department of Health and Human Services website from January 21, 2014 through March 10, 2014. There were 12 proposals submitted.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements, the Division for Children, Youth and Families' Comprehensive Family Support Services program and the Division of Public Health Services, Maternal and Child Health Section. The team also included staff with significant business and management expertise.

The proposals were evaluated based on the criteria published in the Request for Proposals. Eleven of the twelve proposals were selected. The bid summary is attached.

The attached contract calls for the provision of these services for two years and reserves the Division's right to renew the agreement for up to four additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

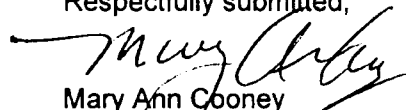
Should Governor and Council not authorize this request, the flexibility of community-based family services may not be available to address the needs of children and families throughout the state which could cause an increase in the Division for Children, Youth and Families involvement for out-of-home placement, as these services help to prevent the separation of children from their families and afford them a safe, stable and supportive family environment.

Area Served: Statewide.

Source of Funds: 95.34% Federal Funds
4.66% General Funds

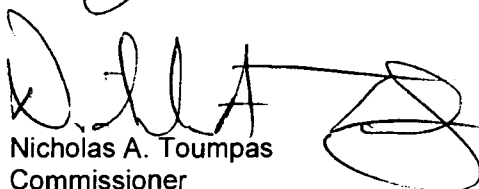
In the event that Federal Funds are no longer available, no additional General Funds will be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved By:



Nicholas A. Toumpas
Commissioner

FISCAL DETAILS
 COMPREHENSIVE FAMILY SUPPORT SERVICES

05-095-042-421010-29680000-102-5000734-42106802 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, TITLE IV-B SUBPART I

CHILD AND FAMILY SERVICES (CONCORD DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
			Total:	\$9,090

CHILD AND FAMILY SERVICES (MANCHESTER DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
			Total:	\$9,090

CHILD AND FAMILY SERVICES (SOUTHERN DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
			Total:	\$9,090

CHILDREN UNLIMITED, INC. (CONWAY DISTRICT OFFICE SERVICE AREA) 156114-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
			Total:	\$9,090

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA) 177200-B004

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$823
2016	102-500734	Social Service Contract	42106802	\$1,907
			Total:	\$2,730

FAMILIES FIRST OF THE GREATER SEACOAST (SEACOAST DISTRICT OFFICE SERVICE AREA) 166629-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
			Total:	\$9,090

GOOD BEGINNINGS OF SULLIVAN COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA) 170625-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
			Total:	\$9,090

FISCAL DETAILS
 COMPREHENSIVE FAMILY SUPPORT SERVICES

HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES (KEENE DISTRICT OFFICE SERVICE AREA) 177274-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
Total:				\$9,090

LAKES REGION COMMUNITY SERVICES COUNCIL (LACONIA DISTRICT OFFICE SERVICE AREA) 177251-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
Total:				\$9,090

THE FAMILY RESOURCE CENTER AT GORHAM (BERLIN DISTRICT OFFICE SERVICE AREA) 162412-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
Total:				\$9,090

THE FAMILY RESOURCE CENTER AT GORHAM (LITTLETON DISTRICT OFFICE SERVICE AREA) 162412-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106802	\$4,545
2016	102-500734	Social Service Contract	42106802	\$4,545
Total:				\$9,090
Sub-total				93,630.00

05-095-042-421010-29730000-102-500734-42107306 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, PROMOTING SAFE AND STABLE FAMILIES

CHILD AND FAMILY SERVICES (CONCORD DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
Total:				\$41,818

CHILD AND FAMILY SERVICES (MANCHESTER DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
Total:				\$41,818

CHILD AND FAMILY SERVICES (SOUTHERN DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
Total:				\$41,818

FISCAL DETAILS
 COMPREHENSIVE FAMILY SUPPORT SERVICES

CHILDREN UNLIMITED, INC. (CONWAY DISTRICT OFFICE SERVICE AREA) 156114-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
Total:				\$41,818

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA) 177200-B004

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
Total:				\$41,818

FAMILIES FIRST OF THE GREATER SEACOAST (SEACOAST DISTRICT OFFICE SERVICE AREA) 166629-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
Total:				\$41,818

GOOD BEGINNINGS OF SULLIVAN COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA) 170625-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
Total:				\$41,818

HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES (KEENE DISTRICT OFFICE SERVICE AREA) 177274-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
Total:				\$41,818

LAKES REGION COMMUNITY SERVICES COUNCIL (LACONIA DISTRICT OFFICE SERVICE AREA) 177251-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
Total:				\$41,818

THE FAMILY RESOURCE CENTER AT GORHAM (BERLIN DISTRICT OFFICE SERVICE AREA) 162412-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
Total:				\$41,818

FISCAL DETAILS
 COMPREHENSIVE FAMILY SUPPORT SERVICES

**THE FAMILY RESOURCE CENTER AT GORHAM (LITTLETON DISTRICT OFFICE SERVICE AREA)
 162412-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42107306	\$20,909
2016	102-500734	Social Service Contract	42107306	\$20,909
			Total:	\$41,818
			Sub-total	459,998.00

05-095-042-421010-29660000-102-500734-42106603 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, TITLE XX GRANTS-SSBG

CHILD AND FAMILY SERVICES (CONCORD DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
			Total:	\$156,802

CHILD AND FAMILY SERVICES (MANCHESTER DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$8,982
2016	102-500734	Social Service Contract	42106603	\$8,982
			Total:	\$17,964

CHILD AND FAMILY SERVICES (SOUTHERN DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
			Total:	\$156,802

CHILDREN UNLIMITED, INC. (CONWAY DISTRICT OFFICE SERVICE AREA) 156114-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
			Total:	\$156,802

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA) 177200-B004

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
			Total:	\$156,802

**FAMILIES FIRST OF THE GREATER SEACOAST (SEACOAST DISTRICT OFFICE SERVICE AREA)
 166629-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
			Total:	\$156,802

FISCAL DETAILS
 COMPREHENSIVE FAMILY SUPPORT SERVICES

**GOOD BEGINNINGS OF SULLIVAN COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA)
 170625-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
Total:				\$156,802

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES (KEENE DISTRICT OFFICE
 SERVICE AREA) 177274-B002**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
Total:				\$156,802

**LAKES REGION COMMUNITY SERVICES COUNCIL (LACONIA DISTRICT OFFICE SERVICE AREA)
 177251-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
Total:				\$156,802

**THE FAMILY RESOURCE CENTER AT GORHAM (BERLIN DISTRICT OFFICE SERVICE AREA)
 162412-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
Total:				\$156,802

**THE FAMILY RESOURCE CENTER AT GORHAM (LITTLETON DISTRICT OFFICE SERVICE AREA)
 162412-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500734	Social Service Contract	42106603	\$78,401
2016	102-500734	Social Service Contract	42106603	\$78,401
Total:				\$156,802
Sub-total				1,585,984.00

05-095-045-450010-61460000-502-500891-45030206 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

CHILD AND FAMILY SERVICES (CONCORD DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
Total:				\$73,742

FISCAL DETAILS
COMPREHENSIVE FAMILY SUPPORT SERVICES

CHILD AND FAMILY SERVICES (MANCHESTER DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$31,290
2016	502-500891	Social Service Contract	45030206	\$31,290
Total:				\$62,580

CHILD AND FAMILY SERVICES (SOUTHERN DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
Total:				\$73,742

CHILDREN UNLIMITED, INC. (CONWAY DISTRICT OFFICE SERVICE AREA) 156114-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
Total:				\$73,742

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA) 177200-B004

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45130206	\$36,871
2016	502-500891	Social Service Contract	45130206	\$36,871
Total:				\$73,742

FAMILIES FIRST OF THE GREATER SEACOAST (SEACOAST DISTRICT OFFICE SERVICE AREA) 166629-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
Total:				\$73,742

GOOD BEGINNINGS OF SULLIVAN COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA) 170625-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
Total:				\$73,742

HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES (KEENE DISTRICT OFFICE SERVICE AREA) 177274-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
Total:				\$73,742

FISCAL DETAILS
 COMPREHENSIVE FAMILY SUPPORT SERVICES

**LAKES REGION COMMUNITY SERVICES COUNCIL (LACONIA DISTRICT OFFICE SERVICE AREA)
 177251-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
			Total:	\$73,742

**THE FAMILY RESOURCE CENTER AT GORHAM (BERLIN DISTRICT OFFICE SERVICE AREA)
 162412-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
			Total:	\$73,742

**THE FAMILY RESOURCE CENTER AT GORHAM (LITTLETON DISTRICT OFFICE SERVICE AREA)
 162412-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	502-500891	Social Service Contract	45030206	\$36,871
2016	502-500891	Social Service Contract	45030206	\$36,871
			Total:	\$73,742
			Sub-total	800,000.00

05-095-090-902010-51900000-102-500731-90004009 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH

CHILD AND FAMILY SERVICES (CONCORD DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

CHILD AND FAMILY SERVICES (MANCHESTER DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

CHILD AND FAMILY SERVICES (SOUTHERN DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

CHILDREN UNLIMITED, INC. (CONWAY DISTRICT OFFICE SERVICE AREA) 156114-B001

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

FISCAL DETAILS
 COMPREHENSIVE FAMILY SUPPORT SERVICES

**COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY (ROCHESTER DISTRICT OFFICE
 SERVICE AREA) 177200-B004**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

**FAMILIES FIRST OF THE GREATER SEACOAST (SEACOAST DISTRICT OFFICE SERVICE AREA)
 166629-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

**GOOD BEGINNINGS OF SULLIVAN COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA)
 170625-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES (KEENE DISTRICT OFFICE
 SERVICE AREA) 177274-B002**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

**LAKES REGION COMMUNITY SERVICES COUNCIL (LACONIA DISTRICT OFFICE SERVICE AREA)
 177251-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

**THE FAMILY RESOURCE CENTER AT GORHAM (BERLIN DISTRICT OFFICE SERVICE AREA)
 162412-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162

**THE FAMILY RESOURCE CENTER AT GORHAM (LITTLETON DISTRICT OFFICE SERVICE AREA)
 162412-B001**

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004009	\$5,581
2016	102-500731	Contracts for Program Services	90004009	\$5,581
			Total:	\$11,162
			Sub-total	122,782.00

FISCAL DETAILS
 COMPREHENSIVE FAMILY SUPPORT SERVICES

05-095-090-902010-51900000-102-500731-90004105 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY SERVICES, MATERNAL AND CHILD HEALTH

CHILD AND FAMILY SERVICES (MANCHESTER DISTRICT OFFICE SERVICE AREA) 177166-B002

SFY	Class/Object	Class Title	Activity Number	Budget
2015	102-500731	Contracts for Program Services	90004105	\$75,000
2016	102-500731	Contracts for Program Services	90004105	\$75,000
			Sub-total:	\$150,000
			Grand total:	3,212,394.00



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

Comprehensive Family Support
Services

RFP Name

15-DHHS-OHS-DCYF-01

RFP Number

Reviewer Names

1. John Harrington, Community and Family Support Specialist
2. Michael Donati, Administrator I
3. Deirdre Dunn, Program Specialist IV
4. Dague Clark, Fiscal Administrator

Pass/Fail	Maximum Points
	200
	200
	200
	200
	200
	200
	200
	200
	200
	200
	200
	200
	200
	200
	200

Bidder Name

1. Children Unlimited Inc. (Conway District)
2. Families First (Seacoast District)
3. The Family Resource Center (Berlin District)
4. The Family Resource Center (Littleton District)
5. Community Action Partnership of Strafford County (Rochester District)
6. Lakes Region Community Services (Laconia District)
7. Child and Family Services (Manchester District)
8. Child and Family Services (Concord District)
9. Child and Family Services (Southern District)
10. Home Healthcare Hospice & Community Services (Keene District)
11. Good Beginnings of Sullivan County (Claremont District)
12. Monadnock Family Services (Keene District)

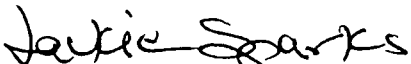
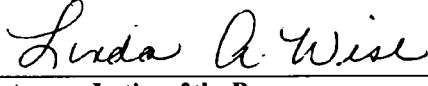
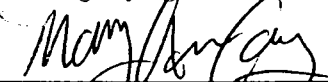
Subject: Comprehensive Family Support Services

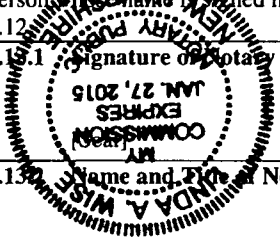
AGREEMENT

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

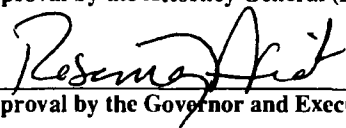
GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Children Unlimited, Inc.		1.4 Contractor Address 182 West Main Street PO Box 986 Conway NH 03818	
1.5 Contractor Phone Number (603) 447-6356	1.6 Account Number 05-095-042-421010-29680000-102-500734-40130215 05-095-042-421010-29730000-102-500734-40130007 05-095-042-421010-29660000-102-500734-40130302 05-095-045-450010-61460000-502-500891-45030206 05-095-090-902010-51900000-102-500731-90004009	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$292,614
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature <i>Children Unlimited, Inc.</i> 		1.12 Name and Title of Contractor Signatory Jackie Sparks, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>5/13/14</u> before me the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person identified in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Linda A. Wise			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann Cooney Associate Commissioner	



JMS
5/13/14

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: 	On: 6-3-14
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.

JMS
5/13/14

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.



Scope of Services

1. Scope of Services

The Contractor will provide Comprehensive Family Support Services, through a variety of methods including home visiting, to assist pregnant women and families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse and neglect. The Contractor will perform duties, which include but are not limited to:

- 1.1 Providing the following services, at minimum, during the business hours of 7:30 a.m.-5:30 p.m., five (5) days per week:
 - 1.1.1 Age appropriate health education, as well as safety and injury prevention information according to the American Academy of Pediatrics' "Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents", Third Edition or most recent edition;
 - 1.1.2 Assistance with enrollment in Medicaid; the Contractor will:
 - 1.1.2.1 Assist families with paperwork required for Medicaid or private health insurance enrollment;
 - 1.1.2.2 Refer and/or accompany families to the DHHS office;
 - 1.1.2.3 Assist families with applying for insurance online during home visits.
 - 1.1.3 Child care resource and referral in partnership with the local Child Care Aware NH agency; the Contractor will:
 - 1.1.3.1 Refer families or contract Child Care Aware NH when families are looking for a child care or preschool program.
 - 1.1.4 Developmental and social-emotional screening using ASQ & ASQ-SE Questionnaire through the Watch Me Grow Program ; the Contractor will:
 - 1.1.4.1 Ensure all children 5.5 years of age and younger, who are part of a family that is eligible for Comprehensive Family Support Services is screened using the ASQ-3 and the ASQ-SE;
 - 1.1.4.1.1 Results from the ASQ's are sent to the child's Primary Care Physician and referrals are made to the Family Centered Early Support Services Program.
 - 1.1.4.2 Refer children ages 3-5.5 to the local school district for their Child Find screening process or their full special education evaluation, if needed.
 - 1.1.5 Domestic violence prevention and intervention services; the Contractor will:
 - 1.1.5.1 Screen all families for domestic violence using The Relationship Assessment Tool;
 - 1.1.5.2 Refer families to and consult with staff at "Starting Point".
 - 1.1.6 Family centered early childhood programs;
 - 1.1.7 Child development education; the Contractor will:
 - 1.1.7.1 Use the Bright Futures Guidelines and ASQ Questionnaires to show a family where their child is developmentally;
 - 1.1.7.2 Suggest activities associated with Parents As Teachers curriculum during home visits.
 - 1.1.8 Family Centered Early Supports and Services Program; the Contractor will:

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A



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- 1.1.8.1 Refer families for child early intervention services to the Family Centered Early Supports and Services Program at Children Unlimited, Inc. or at Northern Human Services.
 - 1.1.9 Assistance with enrollment of child in Medical Home (Primary Care Provider); the Contractor will:
 - 1.1.9.1 Assist families to ensure they have a Primary Care Provider including a well-child clinic;
 - 1.1.9.2 Interact with Primary Care Providers concerning updates or notifications with regard to shared clients.
 - 1.1.10 Family mentoring and advocacy programs; the Contractor will:
 - 1.1.10.1 Mentor families on a regular basis;
 - 1.1.10.2 Serve in advocacy roles for families concerning basic needs, housing, child's educational process and getting mental health services;
 - 1.1.10.3 Arrange advocates for clients when needed.
 - 1.1.11 Home visiting services in accordance with Home Visiting NH 2012;
 - 1.1.12 Independent Living skills training; the Contractor will:
 - 1.1.12.1 Work on goals and strategies to help both parents and youth care for themselves and their families during home visits;
 - 1.1.12.2 Refer young parents to the TRAILS program;
 - 1.1.12.3 Provide information on the Appalachian Mountain Teen Project for the teenage population.
 - 1.1.13 Life course planning; the Contractor will:
 - 1.1.13.1 Help families develop goals and objectives that will help them find success in the work force;
 - 1.1.13.2 Refer families and coordinate meetings with:
 - 1.1.13.2.1 NH Employment;
 - 1.1.13.2.2 Temporary Assistance for Needy Families; or
 - 1.1.13.2.3 Other job training programs.
 - 1.1.14 Life skills training; the Contractor will:
 - 1.1.14.1 Discuss the following topics during home visits:
 - 1.1.14.1.1 Healthy relationships;
 - 1.1.14.1.2 Self-advocacy;
 - 1.1.14.1.3 Healthy life styles.
 - 1.1.14.2 Use Positive Behavior Intervention and Support behavioral model for families with children displaying behavioral issues;
 - 1.1.14.3 Recommend families use 123 Magic for the youngest children in the household.
 - 1.1.15 Literacy education and support; the Contractor will:
 - 1.1.15.1 Evaluate families enrolled in the program and make accommodations in the written materials that are given to them;
 - 1.1.15.2 Refer families to the adult literacy program at one of the public libraries;
 - 1.1.15.3 Work closely with the Family Centered Early Supports and Services for suggestions for books that the parent and child can share;

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A



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- 1.1.15.4 Use Preventive Child Care Funds to place a child in an appropriate child care or early education program if they are not being well stimulated developmentally at home.
 - 1.1.16 Medical and health education including adherence of child to the American Academy of Pediatrics' "Recommendations for Preventive Pediatric Health Care" schedule;
 - 1.1.17 Mental health services; the Contractor will:
 - 1.1.17.1 Refer any family member that needs a mental health professional to Northern Human Services Mental Health Centers;
 - 1.1.17.2 Conduct pre-natal and post-partum validated screening for depression for parents who are pregnant during home visits;
 - 1.1.17.2.1 Continue to closely monitor or refer to Northern Human Services Mental Health Centers.
 - 1.1.18 Oral health services; the Contractor will:
 - 1.1.18.1 Encourage all families involved in the program to have regular dental child-ups once the child turns one year old;
 - 1.1.18.2 Assist families in finding affordable oral health care;
 - 1.1.18.3 Refer families with are uninsured and under-insured to White Mountain Community Health Center's dental clinic.
 - 1.1.19 Other health and social services (such as: family planning, fuel assistance, transportation etc.); the Contractor will:
 - 1.1.19.1 Assist families in identifying and contacting other health or social service agencies for the services they need;
 - 1.1.19.2 Refer eligible families to "small blue bus" which offers a very limited route for public transportation.
 - 1.1.19.3 Enlist the support of other agencies for volunteer drivers.
 - 1.1.20 Parent education and support; the Contractor will:
 - 1.1.20.1 Offer a series of parent education classes 3-4 times per year using the Parent As Teachers curriculum;
 - 1.1.20.1.1 Provide child care during the classes.
 - 1.1.20.2 Provide short term classes for topics such as:
 - 1.1.20.2.1 Fathers as Caretakers;
 - 1.1.20.2.2 Co-Parenting;
 - 1.1.20.2.3 Grandparents/Relatives as Caregivers.
 - 1.1.21 Parents As Teachers home visiting curriculum;
 - 1.1.22 Smoking cessation assistance; the Contractor will:
 - 1.1.22.1 Screen all families enrolled in the Comprehensive Family Support Services Program for their smoking status using the 2 A's and R method;
 - 1.1.22.2 Monitor smoking families closely both for themselves and children's exposure to second-hand smoke;
 - 1.1.22.3 Encourage families to use the NH Quit Line;
 - 1.1.22.4 Refer families ready to quit smoking to Quitworks NH or to hospitals that offer smoking cessation programs.

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A



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- 1.1.23 Substance abuse services; the Contractor will:
 - 1.1.23.1 Screen families regularly for substance use and abuse;
 - 1.1.23.2 Provide resources and education information to families;
 - 1.1.23.3 Refer families to therapists who specialize in alcohol and drug addiction as needed;
 - 1.1.23.4 Refer families to Alcoholics Anonymous and Narcotic Anonymous support groups.
 - 1.1.24 Trauma informed services; the Contractor will:
 - 1.1.24.1 Use trauma informed therapy as one therapeutic methodology for children 8 years of age and younger;
 - 1.1.24.2 Refer adults to trauma informed therapist as the Community Mental Health Centers or to private practice therapists.
 - 1.1.25 WIC program services. The Contractor will:
 - 1.1.25.1 Inform families about the WIC program during home visits if not familiar with the program;
 - 1.1.25.2 Refer adults and families whose children are out of WIC age to one of the several food pantries throughout Carroll County.
 - 1.2 Coordinating outreach to the communities and families regarding the availability of the program and services. The Contractor will:
 - 1.2.1 Maintain community relationships that provide services for family needs;
 - 1.2.2 Provide literature, brochures and lists of community services and resources to families during home visits;
 - 1.2.3 Offer assistance to families for contacting outside agencies.
 - 1.3 Offering home visitation and other services at times that allow for the utmost amount of family member/caregiver participation. The Contractor will:
 - 1.3.1 Offer early morning and evening appointments when necessary;
 - 1.3.2 Accompany families to appointments at other agencies or court hearings.
 - 1.4 Establishing and maintaining contact with local community groups and organizations that promote effective supports and services that result in safety, permanency and well-being of children and their families. The Contractor will:
 - 1.4.1 Maintain good and reciprocal relationships with all community groups and organizations that can support families;
 - 1.4.2 Monitor new agencies coming into the community;
 - 1.4.3 Monitor changes occurring in longstanding agencies within the community;
 - 1.4.4 Attend community, county and state level meetings with other agency providers;
 - 1.4.5 Participate in and collaborate with community wide events;
 - 1.4.6 Attend and/or participate in any community forums and promote services through literature and pictures;
 - 1.4.7 Media coverage through:
 - 1.4.7.1 Website;
 - 1.4.7.2 Facebook;

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A



- 1.4.7.3 Newspaper articles; and
- 1.4.7.4 Press releases.
- 1.5 Identifying additional resources and funding opportunities and reporting the results to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program.
- 1.6 Ensuring service delivery is flexible and support services are provided to families across a continuum of the three (3) preventive stages (Prevention, Early Intervention, and Crisis).
- 1.7 Facilitating identification and evaluation of programs/services, using the North Carolina Family Assessment Scale, parent checklists and parent surveys for families experiencing conditions that include, but are not limited to:
 - 1.7.1 Current founded or unfounded child protective services report;
 - 1.7.2 Previous founded child protective services report;
 - 1.7.3 Closed DCYF case;
 - 1.7.4 Child's low birth weight and neuro developmental delays;
 - 1.7.5 History of, or current, parental or caregiver substance abuse;
 - 1.7.6 Low socioeconomic status of the family (defined as <300% percent of the Federal Poverty Level);
 - 1.7.7 Problematic marital relationship;
 - 1.7.8 Family history, including history of domestic violence;
 - 1.7.9 Child's insecure attachment in early years;
 - 1.7.10 Pregnancy;
 - 1.7.11 Recent birth of a child (within 6-12 months);
 - 1.7.12 Expected birth of an additional child (within 6 months);
 - 1.7.13 Birth of a child or expected birth of a child with special health care needs;
 - 1.7.14 More than 1 child under the age of 3 years;
 - 1.7.15 Families, teen parent, or single parent experiencing multiple stressors;
 - 1.7.16 Physical or social isolation;
 - 1.7.17 Home conditions present a health and safety risk to family members;
 - 1.7.18 Chronic health problems, which interfere with care giving; and
 - 1.7.19 Child or family with chronic health, behavioral or developmental issues that impact on parenting;
 - 1.7.20 ASQ & ASQ-SE results that indicate possible delay;
 - 1.7.21 Families impacted by traumatic events;
 - 1.7.22 Receiving TANF cash assistance or any of the Medicaid options;
 - 1.7.23 Any other factors that may contribute to unhealthy social and emotional outcomes.
- 1.8 Authorizing and managing the preventive child care award in accordance with Exhibit A-1, in an amount not to exceed the yearly-authorized amount for preventive child care dollars in paragraph 1 of Exhibit A-1.
- 1.9 Evaluating the progress of both parents/caregivers (if applicable) as well as the performance of the programs and services provided.

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A



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- 1.10 Maintaining a family service record on each family in compliance with all Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules. The family service record is kept in a locked file cabinet will include but not be limited to:
- 1.10.1 Referral information;
 - 1.10.2 Release of information form;
 - 1.10.3 Family assessment;
 - 1.10.4 Child/Family services plan;
 - 1.10.5 Case contact log;
 - 1.10.6 Identification of primary care physician (PCP);
 - 1.10.7 Linkages with prenatal/primary care and visit schedule as outlined in American Academy Pediatrics "Recommendations for Preventive Pediatric Health Care" schedule;
 - 1.10.8 Progress notes;
 - 1.10.9 Child care utilization and billing information; and
 - 1.10.10 Case closure report.
- 1.11 Completing criminal background and central registry checks on all staff, sub-contractors, and volunteers working on this contract, who come in contact with children.
- 1.12 Ensuring all staff, sub-contractors, and volunteers, at minimum, possess:
- 1.12.1 An understanding of the principles of family support;
 - 1.12.2 Skills to address the ethnic and cultural needs, resources and assets of their community;
 - 1.12.3 Experience working with community groups;
 - 1.12.4 Empathy for parents and families, and an understanding of family stressors;
 - 1.12.5 A working knowledge of the array of services in the community;
 - 1.12.6 Experience working directly with families;
 - 1.12.7 Experience in the area of child welfare services;
 - 1.12.8 Experience in the area of maternal and child health,
 - 1.12.9 Experience in working in coordination with a multidisciplinary team, including but not limited to Registered Nurses, Advance Practice Registered Nurses, licensed clinical social workers, and/or other licensed health professionals.
 - 1.12.10 Good organizational skills;
 - 1.12.11 Good problem solving skills;
 - 1.12.12 Clear and effective oral and written communication skills;
 - 1.12.13 A valid driver's license and reliable automobile transportation;
 - 1.12.14 The ability to work hours that are flexible and convenient for families; and
 - 1.12.15 An understanding of how to access the range of services in the delivery system.
- 1.13 Ensuring all allied health professionals have the appropriate New Hampshire licenses whether directly employed, contracted or subcontracted.

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A



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- 1.14 Providing consultation services from a clinician or prescribing practitioner who is licensed, by the New Hampshire Board of Psychological Examiners, as a health care professional.
 - 1.15 Submitting a Communication and Marketing Plan that ensures and describes involvement with DCYF District Office staff to promote Comprehensive Family Support Services.
 - 1.15.1 Work collaboratively with the District Office in your catchment area and make the request to attend no fewer than two DO staff meetings a year, preferably quarterly.
 - 1.16 Ensuring that staff attend meetings and trainings as required by the Division of Public Health Services, Maternal and Child Health Section, including but not limited to:
 - 1.16.1 MCH Agency Directors' Meetings
 - 1.16.2 MCH Coordinators Meetings
 - 1.17 Ensuring that programs are staffed by a Program Director and an appropriate number of Home Visitors and/or paraprofessional home visitors, in accordance with "Parents As Teachers Guidance for determining caseload size for your affiliate", that is necessary to implement the program. The Contractor will ensure staff qualifications, as listed below:
 - 1.17.1 The Program Director will:
 - 1.17.1.1 Work a minimum of .5 FTE;
 - 1.17.1.2 Supervise each Professional Home Visitors preferably on a weekly (at minimum bi-weekly) basis; and
 - 1.17.1.3 Possess either:
 - 1.17.1.3.1 A Master's degree in social work, counseling, nursing, public health or a related field, and two years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.17.1.3.2 A Bachelor's degree in social work, counseling, nursing, public health or a related field, and five years of experience working with families and children in a social service, home health or other early childhood program setting, some of which must have been in a supervisory capacity.
 - 1.17.2 Professional Home Visitors will:
 - 1.17.2.1 Have knowledge of the eligibility requirements for Medicaid reimbursement;
 - 1.17.2.2 Have access to clinical case consultation;
 - 1.17.2.3 Have a minimum of two (2) years of supervised experience working with families; and
 - 1.17.2.4 Possess a Bachelor's Degree in one of the following disciplines:
 - 1.17.2.4.1 Social work
 - 1.17.2.4.2 Counseling
 - 1.17.2.4.3 Early childhood education

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A



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- 1.17.2.4.4 Nursing or a related field.
 - 1.17.3 Paraprofessional home visitors shall have at minimum:
 - 1.17.3.1 A high school diploma or general equivalency diploma; and
 - 1.17.3.2 Four years' experience working with families in an early childhood program or health care support capacity.
 - 1.18 Ensuring that one home visitor and supervisor have and/or maintain Parents as Teachers "approved user" status, unless a waiver has been obtained from the Division for Children, Youth and Families.
 - 1.19 Designating a liaison for all programmatic correspondence between the Department and the agency for matters including but not limited to:
 - 1.19.1 Program announcements;
 - 1.19.2 Clinical updates;
 - 1.19.3 Reporting changes, errors and requests.
 - 1.20 Notifying the Division for Children, Youth and Families (DCYF) in writing when hiring a new administrator or any staff person essential to carrying out this scope of services to work in the program. Notification must be provided to DCYF within 30 days of the hire date and will include:
 - 1.20.1 A resume of the employee;
 - 1.20.2 Date of hire; and
 - 1.20.3 Job description for the position.
 - 1.21 Requesting a waiver of the applicable staffing requirements before an agency hires new program personnel that do not meet the required staff qualifications. Waiver requests must be sent to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program and include:
 - 1.21.1 Reason for request;
 - 1.21.2 Name and job description of the position; and
 - 1.21.3 Proposed qualifications for the position.
 - 1.22 Notifying the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program in writing of the need for a budget revision if any critical position is vacant for more than one month or if at any time funded under this contract does not have adequate staffing to perform all required services for more than one month.
 - 1.23 Reporting all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 03, 2008.
 - 1.24 Coordinating and participating in public health activities as requested by the Division of Public Health Services during any disease outbreak and/or emergency, natural or man-made affecting the public's health.
 - 1.25 Ensuring that all staff complies with the reporting requirements of New Hampshire RSA 169: C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A



631:6, Assault and Related Offenses; and RSA 130: A, Lead Paint Poisoning and Control.

- 1.26 Promoting immunizations in accordance with RSA 141-C and the Immunization Rules promulgated there under.
- 1.27 Ensuring that services meet the requirements of Sec. 401 (a) (3) of the 42 USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF. One of the purposes of this requirement is to increase State flexibility to "(3) prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies" to the State/Federal regulation.
- 1.28 Complying with the confidentiality provisions of RSA 170-G: 8-a. All information regarding the Division's clients, client families, foster families, and other involved individuals that the Contractor may learn is strictly confidential and shall not be discussed with anyone except the Division's personnel in the performance of contracted services.
- 1.29 Maintaining the confidentiality of all clients and using client information only for the purpose of program administration, evaluation and quality improvement.
- 1.30 Ensuring that all staff understands that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
- 1.31 Ensuring that all staff adheres to the Division of Family Assistance confidentiality policy in the General Manual and sign a statement saying that they agree to uphold the confidentiality standards. Failure to maintain confidentiality shall result in disciplinary actions.
- 1.32 Reporting personally identifiable health data to DHHS as requested, for all clients served under this contract for purposes of program evaluation and/or continuous quality improvement. Contractors are responsible for obtaining any authorizations for release of information from the clients that is necessary to comply with federal and state laws and regulations.
 - 1.32.1 All forms developed for authorization for release of information must be approved by the Division for Children, Youth and Families prior to their use.
- 1.33 Informing the Division for Children, Youth and Families prior to initiating any research relating to this contract that uses clients as subjects and adhering to the legal requirements governing human subjects' research, if considering clinical or sociological research using clients as subjects.
- 1.34 Complying with all of the provisions of the Home Visiting NH 2012 and Watch Me Grow.
- 1.35 Using the MCH portion of these funds to provide or arrange for preventative health care for children in the service delivery area, in the event that the Community Health Center in the Contractor's service delivery area is defunded.

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A



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- 1.36 Providing culturally and linguistically appropriate services as well as providing clients of limited English Proficiency with interpretation services to ensure equal access to quality health services in compliance with Title VI, language efficiency and Proficiency citation 45 CFR 80.3 (b) (2).
 - 1.37 Complying with all of the requirements of the Health Insurance Portability and Accountability Act (HIPPA) Privacy Rules, Public Law 104-191.
 - 1.38 Agreeing that the Department of Health and Human Services and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with the Department of Health and Human Services' contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
 - 1.39 Agreeing that all media (written, video, audio, and electronic etc.) produced, reproduced or purchased under the contract shall have prior approval from the Department before publication, production, distribution, or use.
 - 1.40 Crediting the New Hampshire Department of Health and Human Services on all materials produced under this contract.

2. Reporting Requirements

- 2.1 The Contractor shall submit monthly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by the last day of the month, which will include, but not be limited to:
 - 2.1.1 Statistical reports that must detail:
 - 2.1.1.1 Number of families enrolled at the beginning and end of the month;
 - 2.1.1.2 Number of referrals;
 - 2.1.1.3 Number of families receiving TANF,
 - 2.1.1.4 Early and Periodic Screening and Diagnosis services,
 - 2.1.1.5 Number of terminations;
 - 2.1.1.6 Total number of units of services delivered, (Unit = 15 minutes)
 - 2.1.1.7 Number of childcare cases and utilization data;
 - 2.1.1.8 Year-To-Date unduplicated childcare count;
 - 2.1.1.9 Narrative regarding impact of the services provided for families; and
 - 2.1.1.10 Community impact of the services provided;
 - 2.1.1.11 Family income, composed of earned income and child support receipts;
 - 2.1.1.12 Number of families employed or in training;
 - 2.1.1.13 Number of families reporting housing destabilization;
 - 2.1.1.14 Number of expectant women and children receiving WIC services.
 - 2.1.2 A narrative summary of the family services records.
- 2.2 The Contractor shall submit quarterly reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program no later than the 15th day of the month following the reporting period of each contract year, with the first report due on October 15, 2014. Quarterly reports shall include, but not be limited to:
 - 2.2.1 A report highlighting the program activities for each quarter, which includes;

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services



Exhibit A

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- 2.2.2 Describing the progress in achieving the stated outcomes;
 - 2.2.3 Feedback from families, as to the effectiveness and satisfaction of the contracted services.
 - 2.2.4 Submitting a Work Plan Outcome Report with S.M.A.R.T. Goals that are Specific, Measurable Attainable Realistic and Timely, and that, at minimum, includes:
 - 2.2.4.1 Input/resources;
 - 2.2.4.2 Activities/action plan;
 - 2.2.4.3 Performance measures for outcomes;
 - 2.2.4.4 Evaluation activities; and
 - 2.2.4.5 Brief narrative describing strategies for Quality Improvement.
 - 2.3 The Contractor shall submit Annual reports to the DCYF Program Specialist monitoring the Comprehensive Family Support Services Program by July 31st of each contract year, with the first report due on July 31, 2015. Annual reports shall include, but not be limited to:
 - 2.3.1 Information regarding accomplishments and activities for the program;
 - 2.3.2 Recommendations for service development and outcomes;
 - 2.3.3 Systemic barriers; and
 - 2.3.4 Family satisfaction survey results.

3. Requirements of Delivery of Services

- 3.1 In addition to the reporting requirements set forth in Section 2 Reporting Requirements, the Contract will:
 - 3.1.1 Achieve a minimum 80% favorable rating on parent/family satisfaction surveys conducted annually;
 - 3.1.2 Achieve each target set in the approved Work Plan.

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
Exhibit A-1



Vendor: Children Unlimited Inc.

PREVENTIVE CHILD CARE AUTHORIZATION AND BILLING INSTRUCTIONS, SFY16

1. The Contractor's maximum yearly-authorized amount for preventive child care dollars is \$25,000. Preventive child care shall not be authorized in excess of the standard rate. (see page 2 of this Exhibit).
 - 1.1 Out of this maximum yearly amount, for those families that the Contractor determines should receive preventive child care, the Contractor shall authorize no more than twelve weeks of child care services at a time.
 - 1.2 The Contractor shall maintain utilization data that includes the family's name and authorized amounts; this information shall accompany the Contractor's billing invoice submitted to DCYF on a monthly basis.
2. To access the preventive child care service, the Contractor shall identify an appropriate provider.
 - 2.1 The Contractor shall contact the designated DCYF preventive child care Provider Relations Specialist to authorize the family's enrollment into this service and provide the Specialist with the required family and provider contact information necessary to complete the authorization process through NH Bridges, utilizing form 2096 (See Exhibit A-2).
 - 2.2 The Provider Relations Specialist shall complete the authorization process to generate child care billing forms that will automatically be sent to the designated provider on a weekly basis.
 - 2.3 If the Contractor identifies a new child care provider that is willing to be certified by DCYF to provide preventive child care, the Contractor shall contact the Provider Relations Specialist and provide the name and address of the provider. Preventive child care services cannot be authorized until the provider has been certified by DCYF.
3. If the Contractor determines that child care services are required beyond the initial twelve-week authorization, the Contractor shall follow steps 2.1 and 2.2 above.
4. If the Contractor determines that authorized child care is no longer needed or appropriate, the Contractor shall contact the Provider Relations Specialist to request that this service be terminated for the applicable family.
5. The Contractor shall routinely track the amount of child care that it authorizes through DCYF. Upon reaching the yearly allotment, the Contractor shall notify DCYF in writing (e-mail is acceptable), to ensure that no further authorizations are processed.
6. DCYF shall monitor preventive child care usage based on the utilization data provided by the Contractor. Should monitoring reveal that authorized child care services are not being utilized (the child care provider does not submit invoices for payments); DCYF shall notify the Contractor to determine whether the authorization should remain active in the NH Bridges system.
 - 6.1 The Contractor shall contact the family and child care provider to determine the status of child care usage and notify them of the decision whether to continue or rescind authorization for child care resources not yet utilized.
7. If within the contract year, DCYF monitoring indicates that the Contractor's maximum yearly-authorized amount for preventive child care has been reached or is about to be reached, DCYF will alert the Contractor.

New Hampshire Department of Health and Human Services
 Comprehensive Family Support Services
 Exhibit A-1



**CHILD CARE SCHOLARSHIP PROGRAM MAXIMUM
 WEEKLY STANDARD RATES EFFECTIVE JULY 1, 2013**

Licensed Child Care Center

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$201.75
Full Time	18-35	\$191.00
Full Time	36-78	\$170.00
Full Time	79-155	\$135.96
Half Time	1-17	\$156.24
Half Time	18-35	\$147.84
Half Time	36-78	\$131.52
Half Time	79-155	\$85.00
Part Time	1-17	\$78.12
Part Time	18-35	\$73.92
Part Time	36-78	\$65.76
Part Time	79-155	\$42.49

Licensed Family Home

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$155.00
Full Time	18-35	\$152.50
Full Time	36-78	\$147.50
Full Time	79-155	\$65.18
Half Time	1-17	\$120.00
Half Time	18-35	\$118.08
Half Time	36-78	\$114.24
Half Time	79-155	\$50.00
Part Time	1-17	\$60.00
Part Time	18-35	\$59.04
Part Time	36-78	\$57.12
Part Time	79-155	\$25.00

**License-Exempt Center
 License Exempt Family Home**

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	
Full Time	18-35	
Full Time	36-71	
Full Time	72-78	\$85.00
Full Time	79-155	\$67.98
Half Time	1-17	
Half Time	18-35	
Half Time	36-71	
Half Time	72-78	\$65.76
Half Time	79-155	\$42.50
Part Time	1-17	
Part Time	18-35	
Part Time	36-71	
Part Time	72-78	\$32.88
Part Time	79-155	\$21.24

Level of Service	Child Age in Months	Weekly Rate
Full Time	1-17	\$108.50
Full Time	18-35	\$106.75
Full Time	36-78	\$103.25
Full Time	79-155	\$45.63
Half Time	1-17	\$84.00
Half Time	18-35	\$82.66
Half Time	36-78	\$79.97
Half Time	79-155	\$35.00
Part Time	1-17	\$42.00
Part Time	18-35	\$41.33
Part Time	36-78	\$39.98
Part Time	79-155	\$17.50

Full Time Level = 31 or more hours per week
 Half Time Level = 16 to 30 hours per week
 Part Time Level = 1 to 15 hours per week

Providers caring for children with disabilities can be reimbursed an additional amount per week.
 Full time = \$50.00 per week, Half time = \$30.00 per week, and Part time = \$15.00 per week. Call (603) 271-7313 for information regarding Form 2628, Verification for a Child with a Disability.

REFERRAL FOR PREVENTIVE CHILD CARE SERVICES

Date: _____

CHILD/FAMILY INFORMATION

Name of Child:	_____	_____	_____
LAST		FIRST	MI
Date of Birth	_____	Social Security #	_____
Name of Parent	_____		
Street Address:	_____		
Town or City	_____	State	_____ Zip Code _____

CHILD CARE INFORMATION

Name of Child Care Provider	_____		
Street Address	_____		
Town or City	_____	State	_____ Zip Code _____
RESOURCE ID NUMBER	_____		

Start Date of Child Care Services _____
Projected End Date of Child Care Services _____ (No longer that 12 weeks)

Number of hours of child care approved by the Comprehensive Family Support Agency as identified in the Family Service Plan.

Full Time (31 or more hrs) **Half Time** (16-30 hrs/week) **Part Time** (1-15 hrs/week)

FAMILY RESOURCE AND SUPPORT AGENCY INFORMATION

Name of Family Resource and Support Agency	_____		
Address	_____		
Em ail Address	_____		
FRS Worker	_____	Telephone Number	_____

JMS
5/13/14



Method and Conditions Precedent to Payment

1. Subject to the availability of Federal funds, and in consideration for the Contractor's compliance with the terms and conditions of this agreement, and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and expenses incurred, the Department shall pay the Contractor an amount not to exceed, Form P-37, block 1.8, Price Limitation.
 - 1.1. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services.
 - # 93.667, Federal Agency Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant;
 - # 93.645, Federal Agency Department of Health and Human Services, Administration for Children and Families, Stephanie Tubbs Jones Child Welfare Services Program;
 - # 93.556, Federal Agency Department of Health and Human Services, Administration for Children and Families, Promoting Safe and Stable Families;
 - # 93.558, Federal Agency Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families; and
 - # 93.994, Federal Agency Department of Health and Human Services, Administration for Children and Families, Maternal and Child Health Services Block Grant to the States.
 - 1.2. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. Payment for said services shall be made monthly, but not less than quarterly:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. The invoice, provided by the Department, must be completed, signed, and returned to the Department in order to initiate payment. In lieu of hard copies, invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Fiscal Administrator
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Email: dbclark@dhhs.state.nh.us

- 2.2. Expenditures shall be in accordance with the approved line item budget shown in exhibit B-1.
- 2.3. Payments may be withheld pending receipt of required reports, plans, and updates as defined in Exhibit A.



Exhibit B

- 2.4 A final payment request shall be submitted no later than sixty days after the contract ends.
- 2.5 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; and
- 2.6 When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

New Hampshire Department of Health and Human Services										
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD										
Revision 1 04/23/2014	Bidder/Program Name: Children Unlimited, Inc.									
	Budget Request for: CFSS/HVNH/CHFS									
	Comprehensive Family Support Services									
	RFP#15-DHHS-OHS-DCYF-01									
	Budget Period: 07/01/2014-06/30/2015									
1. Total Salary/Wages	\$ 122,340.00	\$ 6,204.00	\$ 128,544.00	\$ -	\$ 6,204.00	\$ 6,204.00	\$ 122,340.00	\$ -	\$ -	\$ 122,340.00
2. Employee Benefits	\$ 10,926.00	\$ 6,715.00	\$ 17,641.00	\$ -	\$ 6,715.00	\$ 6,715.00	\$ 13,177.00	\$ -	\$ -	\$ 13,177.00
3. Consultants	\$ -	\$ 3,550.00	\$ 3,550.00	\$ -	\$ 3,550.00	\$ 3,550.00	\$ -	\$ -	\$ -	\$ -
4. Equipment:										
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:										
Educational	\$ -	\$ 3,800.00	\$ 3,800.00	\$ -	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 1,452.00	\$ 1,452.00	\$ -	\$ 895.00	\$ 895.00	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 13,041.00	\$ 3,214.00	\$ 14,004.00	\$ -	\$ 3,214.00	\$ 3,214.00	\$ 10,790.00	\$ -	\$ -	\$ 10,790.00
7. Occupancy	\$ -	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -
8. Current Expenses										
Telephone/Utilities	\$ -	\$ 2,895.00	\$ 2,895.00	\$ -	\$ 3,452.00	\$ 3,452.00	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ 550.00	\$ 550.00	\$ -	\$ 550.00	\$ 550.00	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 3,800.00	\$ 3,800.00	\$ -	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 2,550.00	\$ 2,550.00	\$ -	\$ 2,550.00	\$ 2,550.00	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 1,600.00	\$ 1,600.00	\$ -	\$ 1,600.00	\$ 1,600.00	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ 6,470.00	\$ 6,470.00	\$ -	\$ 6,470.00	\$ 6,470.00	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 146,307.00	\$ 48,800.00	\$ 192,856.00	\$ -	\$ 48,800.00	\$ 48,800.00	\$ 146,307.00	\$ -	\$ -	\$ 146,307.00
Indirect As A Percent of Direct			33.4%							

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD										
Bidder/Program Name:	Children Unlimited, Inc.									
Budget Request for:	CFSS/HVNH/CHFS									
	Comprehensive Family Support Services									
	RFP#15-DHHS-OHS-DCYF-01									
Budget Period:	07/01/2015-6/30/2016									
Revision 1	04/23/2014									
[REDACTED]										
1. Total Salary/Wages	\$ 122,340.00	\$ 6,204.00	\$ 128,544.00	\$ -	\$ 6,204.00	\$ 6,204.00	\$ 122,340.00	\$ -	\$ -	\$ 122,340.00
2. Employee Benefits	\$ 10,926.00	\$ 6,715.00	\$ 17,641.00	\$ -	\$ 6,715.00	\$ 6,715.00	\$ 19,177.00	\$ -	\$ -	\$ 19,177.00
3. Consultants	\$ -	\$ 3,550.00	\$ 3,550.00	\$ -	\$ 3,550.00	\$ 3,550.00	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ 3,800.00	\$ 3,800.00	\$ -	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 1,452.00	\$ 1,452.00	\$ -	\$ 895.00	\$ 895.00	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 13,041.00	\$ 3,214.00	\$ 14,004.00	\$ -	\$ 3,214.00	\$ 3,214.00	\$ 10,790.00	\$ -	\$ -	\$ 10,790.00
7. Occupancy	\$ -	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone/Utilities	\$ -	\$ 2,895.00	\$ 2,895.00	\$ -	\$ 3,452.00	\$ 3,452.00	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ 550.00	\$ 550.00	\$ -	\$ 550.00	\$ 550.00	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 3,800.00	\$ 3,800.00	\$ -	\$ 3,800.00	\$ 3,800.00	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ 2,550.00	\$ 2,550.00	\$ -	\$ 2,550.00	\$ 2,550.00	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ 1,600.00	\$ 1,600.00	\$ -	\$ 1,600.00	\$ 1,600.00	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ 6,470.00	\$ 6,470.00	\$ -	\$ 6,470.00	\$ 6,470.00	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 146,307.00	\$ 48,800.00	\$ 192,856.00	\$ -	\$ 48,800.00	\$ 48,800.00	\$ 146,307.00	\$ -	\$ -	\$ 146,307.00
Indirect As A Percent of Direct		33.4%								

Contractor's Initials JMS
Date 0/12/14



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 fundors 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 fundors, 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;

JMS

5/12/14



- 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. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.

NH Department of Health and Human Services

Exhibit C-2

ADDITIONAL SPECIAL PROVISIONS

1. The Division reserves the right to renew the Agreement for up to four additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Contractor Initials: JMS
Date: 5/13/14



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

5/13/14
Date

Children Unlimited, Inc.
Name: Jackie Sparks
Title: Executive Director
Jackie Sparks



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

5/13/14
Date

Children Unlimited, Inc.
Name: Jackie Sparks
Title: Executive Director Jackie Sparks



**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:

5/13/14
Date

Children Unlimited, Inc
Name: Jackie Sparks
Title: Executive Director



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name:

5/13/14
Date

Children Unlimited, Inc.
Name: Jackie Sparks
Title: Executive Director Jackie Sparks



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

5/13/14
Date

Children Unlimited, Inc.
Name: Jackie Sparks
Title: Executive Director Jackie Sparks



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Exhibit I

- 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.

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

<u>NH DHHS</u>	<u>Children Unlimited, Inc.</u>
The State	Name of the Contractor
<u>Mary Ann Cooney</u>	<u>Jackie Sparks</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Mary Ann Cooney</u>	<u>Jackie Sparks</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Assoc. Atee Commission</u>	<u>Executive Director</u>
Title of Authorized Representative	Title of Authorized Representative
<u>5/28/14</u>	<u>5/13/14</u>
Date	Date



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

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

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

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

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

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

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

Contractor Name:

5/13/14
Date

Children Unlimited, Inc.
Name: Jackie Sparks
Title: Executive Director Jackie Sparks



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: 62-027-9073
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: _____