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

Lori A. Shiblette
Commissioner

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Director

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June 26, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into **Retroactive** contracts with the vendors listed below in an amount not to exceed \$13,656,620 to assist pregnant and parenting women and other families with children up to the age of 21 years by promoting family wellness, decreasing family stressors and preventing child abuse, neglect and juvenile justice involvement and by providing education and support, with the option to renew for up to two (2) additional years, effective retroactive to July 1, 2020, upon Governor and Council approval through June 30, 2024. 88.79% Federal Funds. 11.21% General Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Waypoint Manchester NH	177166-B002	Concord District Office area	\$1,348,372
Waypoint Manchester NH	177166-B002	Manchester District Office area	\$1,267,004
Waypoint Manchester NH	177166-B002	Southern District Office area	\$1,370,540
Children Unlimited Inc. Conway NH	156114-B001	Conway District Office area	\$734,720
Community Action Partnership of Strafford County Dover NH	177200-B004	Rochester District Office area	\$1,229,692
Greater Seacoast Community Health Somersworth NH	154703-B001	Seacoast District Office area	\$1,405,192
TLC Family Resource Center Claremont NH	170625-B001	Claremont District Office area	\$1,247,696
VNA at HCS, Inc. Keene NH	177274-B002	Keene District Office area	\$1,156,692
Lakes Region Community Services Council Laconia NH	177251-B001	Laconia District Office area	\$935,260

The Family Resource Center at Gorham Gorham NH	162412-B001	Littleton District Office area	\$1,483,368
The Family Resource Center at Gorham Gorham NH	162412-B001	Berlin District Office area	\$1,478,084
		Total:	\$13,656,620

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent a lapse in coverage between these new contracts and the existing contracts which expired June 30, 2020. The Department extended the deadline for the submittal of proposals due to the COVID-19 pandemic. Proposals were initially due at the start of the State of Emergency; the prospective proposers needed additional time to respond to the Request for Proposal. The Department's decisions to allow proposers additional time to respond caused the original timeline to be extended.

The purpose of this request is to provide Comprehensive Family Support Services (CFSS) by promoting family wellness, decreasing family stressors and preventing child abuse, neglect, as well as, juvenile justice involvement, and by providing education and support. Services are designed to enable families to access the services they need and want in their home communities. These prevention services strengthen parents, enabling families an opportunity to learn and grow.

The population to be served will be pregnant, parenting women and families with children under the age of 21 years, who are in need of assistance and support with parenting, health and nutrition; education; and employment. Families served may be experiencing stressors such as, but not limited to, unemployment, social isolation; substance misuse; and health issues.

Approximately 1200 families will be served each year.

These Contractors will support families by providing evidence-informed, trauma-informed, integrated, whole family services. Primary goals are to promote and strengthen family health and wellness, and to prevent child maltreatment. Contractors will assist families with accessing a variety of parenting, economic, and public health supports based on the needs presented. All services are strength-based, focus on the whole family, voluntary and guided by the family.

The Department will monitor contracted services by:

- Reviewing consumer satisfaction data, which must indicate a minimum of 80% favorable rating.
- Monitoring long-term program outcomes, including increasing outreach to high-risk populations; increasing the share of referred families who enroll in services; and increasing service completion rates.

The Department selected the Contractors through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 3/3/2020 through 4/8/2020. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the 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 of involvement of services through the Division for Children, Youth and Families, as these services help to prevent child maltreatment and promote child and family wellbeing.

Areas served: Statewide

Source of Funds: CFDA #93.645, FAIN #1901NHCWSS; CFDA #93.556, FAIN #1901FPSS; CFDA #93.667, FAIN#1901NHSOSR; and CFDA #93558, FAIN #19NHTANF.

Respectfully submitted,



Lori A. Shibinette
Commissioner



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

Comprehensive Family Support Services

RFP-2021-DEHS-02-COMPR

RFP Name

RFP Number

Bidder Name	Maximum Points	Actual Points
1. <u>LRCS Family Resource Center - Laconia</u>	300	271
2. <u>TLC Family Resource Center - Claremont</u>	300	276
3. <u>Waypoint - Concord DO</u>	300	275
4. <u>Waypoint - Southern DO</u>	300	275
5. <u>Waypoint - Manchester DO</u>	300	275
6. <u>Children's Unlimited, Inc. Community Action Partnership of Strafford County</u>	300	274
7. <u>Greater Seacoast Community Health</u>	300	257
9. <u>Home, HealthCare, Hospice & Community Services</u>	300	268
10. <u>The Family Resource Center - Berlin</u>	300	286
11. <u>The Family Resource Center - Littleton</u>	300	285

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FISCAL DETAILS COMPREHENSIVE
FAMILY SUPPORT SERVICES

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

[00% Federal, CFDA #93.645, Title IV-B

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (CONCORD DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106802	\$4,256.90
2022	102-500734	Social Service Contract	42106802	\$4,256.90
2023	102-500734	Social Service Contract	42106802	\$4,256.90
2024	102-500734	Social Service Contract	42106802	\$4,256.90
Total:				\$17,027.60

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (MANCHESTER DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106802	\$4,255.90
2022	102-500734	Social Service Contract	42106802	\$4,255.90
2023	102-500734	Social Service Contract	42106802	\$4,255.90
2024	102-500734	Social Service Contract	42106802	\$4,255.90
Total:				\$17,023.60

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (SOUTHERN DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106802	\$4,255.90
2022	102-500734	Social Service Contract	42106802	\$4,255.90
2023	102-500734	Social Service Contract	42106802	\$4,255.90
2024	102-500734	Social Service Contract	42106802	\$4,255.90
Total:				\$17,023.60

CHILDREN UNLIMITED (CONWAY DISTRICT OFFICE SERVICE AREA) VENDOR # 156114-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106802	\$4,255.00
2022	102-500734	Social Service Contract	42106802	\$4,255.00
2023	102-500734	Social Service Contract	42106802	\$4,255.00
2024	102-500734	Social Service Contract	42106802	\$4,255.00
Total:				\$17,020.00

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106802	\$4,255.90
2022	102-500734	Social Service Contract	42106802	\$4,255.90
2023	102-500734	Social Service Contract	42106802	\$4,255.90
2024	102-500734	Social Service Contract	42106802	\$4,255.90
Total:				\$17,023.60

GREATER SEACOAST COMMUNITY HEALTH (F/K/A Families First) (SEACOAST DISTRICT OFFICE SERVICE AREA) VENDOR# 154703-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	REVISED BUDGET AMOUNT
2021	102-500734	Social Service Contract	42106802	\$4,255.90
2022	102-500734	Social Service Contract	42106802	\$4,255.90
2023	102-500734	Social Service Contract	42106802	\$4,255.90
2024	102-500734	Social Service Contract	42106802	\$4,255.90
Total:				\$17,023.60

JLC FAMILY RESOURCE CENTER (SULLIVAN COUNTY & LOWER GRAFTON COUNTY) VENDOR# 170625-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106802	\$4,255.90
2022	102-500734	Social Service Contract	42106802	\$4,255.90
2023	102-500734	Social Service Contract	42106802	\$4,255.90
2024	102-500734	Social Service Contract	42106802	\$4,255.90
Total:				\$17,023.60

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106802	\$4,255.90
2022	102-500734	Social Service Contract	42106802	\$4,255.90
2023	102-500734	Social Service Contract	42106802	\$4,255.90
2024	102-500734	Social Service Contract	42106802	\$4,255.90
Total:				\$17,023.60

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106802	\$4,255.90
2022	102-500734	Social Service Contract	42106802	\$4,255.90
2023	102-500734	Social Service Contract	42106802	\$4,255.90
2024	102-500734	Social Service Contract	42106802	\$4,255.90
Total:				\$17,023.60

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106802	\$4,255.90
2022	102-500734	Social Service Contract	42106802	\$4,255.90
2023	102-500734	Social Service Contract	42106802	\$4,255.90
2024	102-500734	Social Service Contract	42106802	\$4,255.90
Total:				\$17,023.60

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106802	\$4,255.90
2022	102-500734	Social Service Contract	42106802	\$4,255.90
2023	102-500734	Social Service Contract	42106802	\$4,255.90
2024	102-500734	Social Service Contract	42106802	\$4,255.90
Total:				\$17,023.60
Sub-Total:				\$187,260.00

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

100% Federal, CFDA #93.556, Promoting Safe and Stable Families

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (CONCORD DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget	MATCH
2021	102-500734	Social Service Contract	42107306	\$26,309.42	\$6,577.36
2022	102-500734	Social Service Contract	42107306	\$26,309.42	\$6,577.36
2023	102-500734	Social Service Contract	42107306	\$26,309.42	\$6,577.36
2024	102-500734	Social Service Contract	42107306	\$26,309.42	\$6,577.36
Total:				\$105,237.68	\$26,309.42

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (MANCHESTER DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget	MATCH
2021	102-500734	Social Service Contract	42107306	\$37,219.70	\$9,304.93
2022	102-500734	Social Service Contract	42107306	\$37,219.70	\$9,304.93
2023	102-500734	Social Service Contract	42107306	\$37,219.70	\$9,304.93
2024	102-500734	Social Service Contract	42107306	\$37,219.70	\$9,304.93
Total:				\$148,878.80	\$37,219.70

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (SOUTHERN DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget	MATCH
2021	102-500734	Social Service Contract	42107306	\$39,404.73	\$9,851.18
2022	102-500734	Social Service Contract	42107306	\$39,404.73	\$9,851.18
2023	102-500734	Social Service Contract	42107306	\$39,404.73	\$9,851.18
2024	102-500734	Social Service Contract	42107306	\$39,404.73	\$9,851.18
Total:				\$157,618.92	\$39,404.73

CHILDREN UNLIMITED (CONWAY DISTRICT OFFICE SERVICE AREA) VENDOR # 156114-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget	MATCH
2021	102-500734	Social Service Contract	42107306	\$2,221.00	\$555.25
2022	102-500734	Social Service Contract	42107306	\$2,221.00	\$555.25
2023	102-500734	Social Service Contract	42107306	\$2,221.00	\$555.25
2024	102-500734	Social Service Contract	42107306	\$2,221.00	\$555.25
Total:				\$8,884.00	\$2,221.00

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget	MATCH
2021	102-500734	Social Service Contract	42107306	\$32,109.00	\$8,027.25
2022	102-500734	Social Service Contract	42107306	\$32,109.00	\$8,027.25
2023	102-500734	Social Service Contract	42107306	\$32,109.00	\$8,027.25
2024	102-500734	Social Service Contract	42107306	\$32,109.00	\$8,027.25
Total:				\$128,436.00	\$32,109.00

GREATER SEACOAST COMMUNITY HEALTH (F/K/A Families First) (SEACOAST DISTRICT OFFICE SERVICE AREA) VENDOR # 154703-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget	MATCH
2021	102-500734	Social Service Contract	42107306	\$24,776.16	\$6,194.04
2022	102-500734	Social Service Contract	42107306	\$24,776.16	\$6,194.04
2023	102-500734	Social Service Contract	42107306	\$24,776.16	\$6,194.04
2024	102-500734	Social Service Contract	42107306	\$24,776.16	\$6,194.04
Total:				\$99,104.64	\$24,776.16

TLC FAMILY RESOURCE CENTER (SULLIVAN COUNTY & LOWER GRAFTON COUNTY) VENDOR # 170625-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget	MATCH
2021	102-500734	Social Service Contract	42107306	\$13,172.37	\$3,293.09
2022	102-500734	Social Service Contract	42107306	\$13,172.37	\$3,293.09
2023	102-500734	Social Service Contract	42107306	\$13,172.37	\$3,293.09
2024	102-500734	Social Service Contract	42107306	\$13,172.37	\$3,293.09
Total:				\$52,689.48	\$13,172.37

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget	MATCH
2021	102-500734	Social Service Contract	42107306	\$10,500.62	\$2,625.16
2022	102-500734	Social Service Contract	42107306	\$10,500.62	\$2,625.16
2023	102-500734	Social Service Contract	42107306	\$10,500.62	\$2,625.16
2024	102-500734	Social Service Contract	42107306	\$10,500.62	\$2,625.16
Total:				\$42,002.48	\$10,500.62

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget	MATCH
2021	102-500734	Social Service Contract	42107306	\$5,309.00	\$1,327.25
2022	102-500734	Social Service Contract	42107306	\$5,309.00	\$1,327.25
2023	102-500734	Social Service Contract	42107306	\$5,309.00	\$1,327.25
2024	102-500734	Social Service Contract	42107306	\$5,309.00	\$1,327.25
Total:				\$21,236.00	\$5,309.00

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget	MATCH
2021	102-500734	Social Service Contract	42107306	\$23,474.00	\$5,868.50
2022	102-500734	Social Service Contract	42107306	\$23,474.00	\$5,868.50
2023	102-500734	Social Service Contract	42107306	\$23,474.00	\$5,868.50
2024	102-500734	Social Service Contract	42107306	\$23,474.00	\$5,868.50
Total:				\$93,896.00	\$23,474.00

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget	MATCH
2021	102-500734	Social Service Contract	42107306	\$15,503.00	\$3,875.75
2022	102-500734	Social Service Contract	42107306	\$15,503.00	\$3,875.75
2023	102-500734	Social Service Contract	42107306	\$15,503.00	\$3,875.75
2024	102-500734	Social Service Contract	42107306	\$15,503.00	\$3,875.75
Total:				\$62,012.00	\$15,503.00
Sub-Total:				\$919,996.00	\$229,999.00

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

100% Federal Funds, CFDA #93.667, Title XX Grant
 WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (CONCORD DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106603	\$79,299.20
2022	102-500734	Social Service Contract	42106603	\$79,299.20
2023	102-500734	Social Service Contract	42106603	\$79,299.20
2024	102-500734	Social Service Contract	42106603	\$79,299.20
Total:				\$317,196.80

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (MANCHESTER DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106603	\$79,299.20
2022	102-500734	Social Service Contract	42106603	\$79,299.20
2023	102-500734	Social Service Contract	42106603	\$79,299.20
2024	102-500734	Social Service Contract	42106603	\$79,299.20
Total:				\$317,196.80

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (SOUTHERN DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106603	\$79,299.20
2022	102-500734	Social Service Contract	42106603	\$79,299.20
2023	102-500734	Social Service Contract	42106603	\$79,299.20
2024	102-500734	Social Service Contract	42106603	\$79,299.20
Total:				\$317,196.80

CHILDREN UNLIMITED (CONWAY DISTRICT OFFICE SERVICE AREA) VENDOR # 156114-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106603	\$79,299.20
2022	102-500734	Social Service Contract	42106603	\$79,299.20
2023	102-500734	Social Service Contract	42106603	\$79,299.20
2024	102-500734	Social Service Contract	42106603	\$79,299.20
Total:				\$317,196.80

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106603	\$79,299.20
2022	102-500734	Social Service Contract	42106603	\$79,299.20
2023	102-500734	Social Service Contract	42106603	\$79,299.20
2024	102-500734	Social Service Contract	42106603	\$79,299.20
Total:				\$317,196.80

GREATER SEACOAST COMMUNITY HEALTH (F/K/A Families First) (SEACOAST DISTRICT OFFICE SERVICE AREA) VENDOR# 154703-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106603	\$79,299.20
2022	102-500734	Social Service Contract	42106603	\$79,299.20
2023	102-500734	Social Service Contract	42106603	\$79,299.20
2024	102-500734	Social Service Contract	42106603	\$79,299.20
Total:				\$317,196.80

TLC FAMILY RESOURCE CENTER (SULLIVAN COUNTY & LOWER GRAFTON COUNTY) VENDOR# 170625-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106603	\$79,299.20
2022	102-500734	Social Service Contract	42106603	\$79,299.20
2023	102-500734	Social Service Contract	42106603	\$79,299.20
2024	102-500734	Social Service Contract	42106603	\$79,299.20
Total:				\$317,196.80

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106603	\$79,299.20
2022	102-500734	Social Service Contract	42106603	\$79,299.20
2023	102-500734	Social Service Contract	42106603	\$79,299.20
2024	102-500734	Social Service Contract	42106603	\$79,299.20
Total:				\$317,196.80

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106603	\$79,299.20
2022	102-500734	Social Service Contract	42106603	\$79,299.20
2023	102-500734	Social Service Contract	42106603	\$79,299.20
2024	102-500734	Social Service Contract	42106603	\$79,299.20
Total:				\$317,196.80

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106603	\$0.00
2022	102-500734	Social Service Contract	42106603	\$0.00
2023	102-500734	Social Service Contract	42106603	\$0.00
2024	102-500734	Social Service Contract	42106603	\$0.00
Total:				\$0.00

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500734	Social Service Contract	42106603	\$79,299.20
2022	102-500734	Social Service Contract	42106603	\$79,299.20
2023	102-500734	Social Service Contract	42106603	\$79,299.20
2024	102-500734	Social Service Contract	42106603	\$79,299.20
Total:				\$317,196.80
Sub-Total:				\$3,171,968.00

05-095-045-450010-61270000-102-500731-45030353 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHIS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

100% Federal Funds, CFDA 93.558, Federal Funds from U.S Department of Health and Human Services, Temporary Assistance for Needy Families; FAIN 12NH12AF

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (CONCORD DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$136,363.48
2022	102-500731	Contracts For Prog. Svc	45030353	\$136,363.48
2023	102-500731	Contracts For Prog. Svc	45030353	\$136,363.48
2024	102-500731	Contracts For Prog. Svc	45030353	\$136,363.48
Total:				\$545,453.92

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (MANCHESTER DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$136,363.20
2022	102-500731	Contracts For Prog. Svc	45030353	\$136,363.20
2023	102-500731	Contracts For Prog. Svc	45030353	\$136,363.20
2024	102-500731	Contracts For Prog. Svc	45030353	\$136,363.20
Total:				\$545,452.80

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (SOUTHERN DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$136,363.87
2022	102-500731	Contracts For Prog. Svc	45030353	\$136,363.87
2023	102-500731	Contracts For Prog. Svc	45030353	\$136,363.87
2024	102-500731	Contracts For Prog. Svc	45030353	\$136,363.87
Total:				\$545,455.48

CHILDREN UNLIMITED (CONWAY DISTRICT OFFICE SERVICE AREA) VENDOR # 156114-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$58,282.80
2022	102-500731	Contracts For Prog. Svc	45030353	\$58,282.80
2023	102-500731	Contracts For Prog. Svc	45030353	\$58,282.80
2024	102-500731	Contracts For Prog. Svc	45030353	\$58,282.80
Total:				\$233,131.20

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$136,363.73
2022	102-500731	Contracts For Prog. Svc	45030353	\$136,363.73
2023	102-500731	Contracts For Prog. Svc	45030353	\$136,363.73
2024	102-500731	Contracts For Prog. Svc	45030353	\$136,363.73
Total:				\$545,454.92

GREATER SEACOAST COMMUNITY HEALTH (F/K/A Families First) (SEACOAST DISTRICT OFFICE SERVICE AREA) VENDOR# 154703-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$159,156.74
2022	102-500731	Contracts For Prog. Svc	45030353	\$159,156.74
2023	102-500731	Contracts For Prog. Svc	45030353	\$159,156.74
2024	102-500731	Contracts For Prog. Svc	45030353	\$159,156.74
Total:				\$636,626.96

TLC FAMILY RESOURCE CENTER (SULLIVAN COUNTY & LOWER GRAFTON COUNTY) VENDOR# 170625-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$136,363.47
2022	102-500731	Contracts For Prog. Svc	45030353	\$136,363.47
2023	102-500731	Contracts For Prog. Svc	45030353	\$136,363.47
2024	102-500731	Contracts For Prog. Svc	45030353	\$136,363.47
Total:				\$545,453.88

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$136,363.28
2022	102-500731	Contracts For Prog. Svc	45030353	\$136,363.28
2023	102-500731	Contracts For Prog. Svc	45030353	\$136,363.28
2024	102-500731	Contracts For Prog. Svc	45030353	\$136,363.28
Total:				\$545,453.12

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$99,246.36
2022	102-500731	Contracts For Prog. Svc	45030353	\$99,246.36
2023	102-500731	Contracts For Prog. Svc	45030353	\$99,246.36
2024	102-500731	Contracts For Prog. Svc	45030353	\$99,246.36
Total				\$396,985.44

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$178,741.09
2022	102-500731	Contracts For Prog. Svc	45030353	\$178,741.09
2023	102-500731	Contracts For Prog. Svc	45030353	\$178,741.09
2024	102-500731	Contracts For Prog. Svc	45030353	\$178,741.09
Total:				\$714,964.36

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$186,391.38
2022	102-500731	Contracts For Prog. Svc	45030353	\$186,391.38
2023	102-500731	Contracts For Prog. Svc	45030353	\$186,391.38
2024	102-500731	Contracts For Prog. Svc	45030353	\$186,391.38
Total:				\$745,565.52
Sub-Total:				\$5,999,997.60

05-095-045-450010-61460000-502-500891-45030206 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, IHHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, TEMP ASSISTNCTO NEEDED FAMILYS 100% Federal Funds, CFDA 93.558, Federal Funds from U.S Department of Health and Human Services, Temporary Assistance for Needy Families, FAIN 19NHITANF

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (CONCORD DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$43,000.00
2022	102-500731	Contracts For Prog. Svc	45030353	\$43,000.00
2023	102-500731	Contracts For Prog. Svc	45030353	\$43,000.00
2024	644-504187	SGFSER SGF SERVICES	42105874	\$43,000.00
Total:				\$172,000.00

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (MANCHESTER DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$45,000.00
2022	102-500731	Contracts For Prog. Svc	45030353	\$45,000.00
2023	102-500731	Contracts For Prog. Svc	45030353	\$45,000.00
2024	644-504187	SGFSER SGF SERVICES	42105874	\$45,000.00
Total:				\$180,000.00

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (SOUTHERN DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$25,824.00
2022	102-500731	Contracts For Prog. Svc	45030353	\$25,824.00
2023	102-500731	Contracts For Prog. Svc	45030353	\$25,824.00
2024	644-504187	SGFSER SGF SERVICES	42105874	\$25,824.00
Total:				\$103,296.00

CHILDREN UNLIMITED (CONWAY DISTRICT OFFICE SERVICE AREA) VENDOR # 156114-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$32,000.00
2022	102-500731	Contracts For Prog. Svc	45030353	\$32,000.00
2023	102-500731	Contracts For Prog. Svc	45030353	\$32,000.00
2024	644-504187	SGFSER SGF SERVICES	42105874	\$32,000.00
Total:				\$128,000.00

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$44,346.97
2022	102-500731	Contracts For Prog. Svc	45030353	\$44,346.97
2023	102-500731	Contracts For Prog. Svc	45030353	\$44,346.97
2024	644-504187	SGFSER SGF SERVICES	42105874	\$44,346.97
Total:				\$177,387.88

GREATER SEACOAST COMMUNITY HEALTH (F/K/A Families First) (SEACOAST DISTRICT OFFICE SERVICE AREA) VENDOR# 154703-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$25,824.00
2022	102-500731	Contracts For Prog. Svc	45030353	\$25,824.00
2023	102-500731	Contracts For Prog. Svc	45030353	\$25,824.00
2024	644-504187	SGFSER SGF SERVICES	42105874	\$25,824.00
Total:				\$103,296.00

TLC FAMILY RESOURCE CENTER (SULLIVAN COUNTY & LOWER GRAFTON COUNTY) VENDOR# 170625-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$35,124.00
2022	102-500731	Contracts For Prog. Svc	45030353	\$35,124.00
2023	102-500731	Contracts For Prog. Svc	45030353	\$35,124.00
2024	644-504187	SGFSER SGF SERVICES	42105874	\$35,124.00
Total:				\$140,496.00

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$52,360.00
2022	102-500731	Contracts For Prog. Svc	45030353	\$52,360.00
2023	102-500731	Contracts For Prog. Svc	45030353	\$52,360.00
2024	644-504187	SGFSER SGF SERVICES	42105874	\$52,360.00
Total:				\$209,440.00

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	REVISED BUDGET AMOUNT
2021	102-500731	Contracts For Prog. Svc	45030353	\$37,454.54
2022	102-500731	Contracts For Prog. Svc	45030353	\$37,454.54
2023	102-500731	Contracts For Prog. Svc	45030353	\$37,454.54
2024	644-504187	SGFSER SGF SERVICES	42105874	\$37,454.54
Total				\$149,818.16

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$29,065.97
2022	102-500731	Contracts For Prog. Svc	45030353	\$29,065.97
2023	102-500731	Contracts For Prog. Svc	45030353	\$29,065.97
2024	644-504187	SGFSER SGF SERVICES	42105874	\$29,065.97
Total:				\$116,263.88

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	45030353	\$30,000.52
2022	102-500731	Contracts For Prog. Svc	45030353	\$30,000.52
2023	102-500731	Contracts For Prog. Svc	45030353	\$30,000.52
2024	644-504187	SGFSER SGF SERVICES	42105874	\$30,000.52
Total:				\$120,002.08
Sub-Total:				\$1,600,000.00

**05-095-090-902010-51900000-102-500731-90004009 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF MEHHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY SERVICES, MATERIAL AND CHILD HEALTH
100% Federal Funds, CFDA #93.994, Federal Funds from JIRSA**

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (CONCORD DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	90004009	\$4,576.00
2022	102-500731	Contracts For Prog. Svc	90004009	\$4,576.00
2023	102-500731	Contracts For Prog. Svc	90004009	\$4,576.00
2024	102-500731	Contracts For Prog. Svc	90004009	\$4,576.00
Total:				\$18,304.00

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (MANCHESTER DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	90004009	\$5,394.00
2022	102-500731	Contracts For Prog. Svc	90004009	\$5,394.00
2023	102-500731	Contracts For Prog. Svc	90004009	\$5,394.00
2024	102-500731	Contracts For Prog. Svc	90004009	\$5,394.00
Total:				\$21,576.00

WAYPOINT (F/K/A CHILD AND FAMILY SERVICES) (SOUTHERN DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	90004009	\$6,487.30
2022	102-500731	Contracts For Prog. Svc	90004009	\$6,487.30
2023	102-500731	Contracts For Prog. Svc	90004009	\$6,487.30
2024	102-500731	Contracts For Prog. Svc	90004009	\$6,487.30
Total:				\$25,949.20

CHILDREN UNLIMITED (CONWAY DISTRICT OFFICE SERVICE AREA) VENDOR # 156114-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	90004009	\$5,804.00
2022	102-500731	Contracts For Prog. Svc	90004009	\$5,804.00
2023	102-500731	Contracts For Prog. Svc	90004009	\$5,804.00
2024	102-500731	Contracts For Prog. Svc	90004009	\$5,804.00
Total:				\$23,216.00

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	90004009	\$3,045.64
2022	102-500731	Contracts For Prog. Svc	90004009	\$3,045.64
2023	102-500731	Contracts For Prog. Svc	90004009	\$3,045.64
2024	102-500731	Contracts For Prog. Svc	90004009	\$3,045.64
Total:				\$12,182.56

GREATER SEACOAST COMMUNITY HEALTH (F/K/A Families First) (SEACOAST DISTRICT OFFICE SERVICE AREA) VENDOR# 154703-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	90004009	\$6,486.00
2022	102-500731	Contracts For Prog. Svc	90004009	\$6,486.00
2023	102-500731	Contracts For Prog. Svc	90004009	\$6,486.00
2024	102-500731	Contracts For Prog. Svc	90004009	\$6,486.00
Total:				\$25,944.00

**TLC FAMILY RESOURCE CENTER
(SULLIVAN COUNTY & LOWER CRAFTON COUNTY) VENDOR# 170625-B001**

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	90004009	\$7,639.06
2022	102-500731	Contracts For Prog. Svc	90004009	\$7,639.06
2023	102-500731	Contracts For Prog. Svc	90004009	\$7,639.06
2024	102-500731	Contracts For Prog. Svc	90004009	\$7,639.06
Total:				\$30,556.24

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	90004009	\$4,576.00
2022	102-500731	Contracts For Prog. Svc	90004009	\$4,576.00
2023	102-500731	Contracts For Prog. Svc	90004009	\$4,576.00
2024	102-500731	Contracts For Prog. Svc	90004009	\$4,576.00
Total:				\$18,304.00

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	Budget
2021	102-500731	Contracts For Prog. Svc	90004009	\$6,432.00
2022	102-500731	Contracts For Prog. Svc	90004009	\$6,432.00
2023	102-500731	Contracts For Prog. Svc	90004009	\$6,432.00
2024	102-500731	Contracts For Prog. Svc	90004009	\$6,432.00
Total:				\$25,728.00

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	REVISED BUDGET AMOUNT
2021	102-500731	Contracts For Prog. Svc	90004009	\$7,259.00
2022	102-500731	Contracts For Prog. Svc	90004009	\$7,259.00
2023	102-500731	Contracts For Prog. Svc	90004009	\$7,259.00
2024	102-500731	Contracts For Prog. Svc	90004009	\$7,259.00
Total:				\$29,036.00

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

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	REVISED BUDGET AMOUNT
2021	102-500731	Contracts For Prog. Svc	90004009	\$3,692.00
2022	102-500731	Contracts For Prog. Svc	90004009	\$3,692.00
2023	102-500731	Contracts For Prog. Svc	90004009	\$3,692.00
2024	102-500731	Contracts For Prog. Svc	90004009	\$3,692.00
Total:				\$14,768.00
Sub-Total:				\$245,564.00

02-093-042-421010-29580900-645-504004-42105877 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF: HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD-FAMILY SERVICES

100% General Funds

WAYPOINT (F/R/A CHILD AND FAMILY SERVICES) (CONCORD DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	REVISED BUDGET AMOUNT
2021	645-504004	SGF Other	42105877	\$43,288.00
2022	645-504004	SGF Other	42105877	\$43,288.00
2023	645-504004	SGF Other	42105877	\$43,288.00
2024	645-504004	SGF Other	42105877	\$43,288.00
Total:				\$173,152.00

WAYPOINT (F/R/A CHILD AND FAMILY SERVICES) (MANCHESTER DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	REVISED BUDGET AMOUNT
2021	645-504004	SGF Other	42105877	\$9,219.00
2022	645-504004	SGF Other	42105877	\$9,219.00
2023	645-504004	SGF Other	42105877	\$9,219.00
2024	645-504004	SGF Other	42105877	\$9,219.00
Total:				\$36,876.00

WAYPOINT (F/R/A CHILD AND FAMILY SERVICES) (SOUTHERN DISTRICT OFFICE SERVICE AREA) VENDOR# 177166-B002

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	REVISED BUDGET AMOUNT
2021	645-504004	SGF Other	42105877	\$51,000.00
2022	645-504004	SGF Other	42105877	\$51,000.00
2023	645-504004	SGF Other	42105877	\$51,000.00
2024	645-504004	SGF Other	42105877	\$51,000.00
Total:				\$204,000.00

CHILDREN UNLIMITED (CONWAY DISTRICT OFFICE SERVICE AREA) VENDOR # 156114-B001				
FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	REVISED BUDGET AMOUNT
2021	645-504004	SGF Other	42105877	\$1,818.00
2022	645-504004	SGF Other	42105877	\$1,818.00
2023	645-504004	SGF Other	42105877	\$1,818.00
2024	645-504004	SGF Other	42105877	\$1,818.00
Total:				\$7,272.00

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY (ROCHESTER DISTRICT OFFICE SERVICE AREA) VENDOR # 177200-B004				
FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	REVISED BUDGET AMOUNT
2021	645-504004	SGF Other	42105877	\$8,002.56
2022	645-504004	SGF Other	42105877	\$8,002.56
2023	645-504004	SGF Other	42105877	\$8,002.56
2024	645-504004	SGF Other	42105877	\$8,002.56
Total:				\$32,010.24

GREATER SEACOAST COMMUNITY HEALTH (F/K/A Families First) (SEACOAST DISTRICT OFFICE SERVICE AREA) VENDOR# 154703-B001				
FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	REVISED BUDGET AMOUNT
2021	645-504004	SGF Other	42105877	\$51,500.00
2022	645-504004	SGF Other	42105877	\$51,500.00
2023	645-504004	SGF Other	42105877	\$51,500.00
2024	645-504004	SGF Other	42105877	\$51,500.00
Total:				\$206,000.00

TLC FAMILY RESOURCE CENTER (SULLIVAN COUNTY & LOWER GRAFTON COUNTY) VENDOR# 170625-B001				
FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	REVISED BUDGET AMOUNT
2021	645-504004	SGF Other	42105877	\$36,070.00
2022	645-504004	SGF Other	42105877	\$36,070.00
2023	645-504004	SGF Other	42105877	\$36,070.00
2024	645-504004	SGF Other	42105877	\$36,070.00
Total:				\$144,280.00

HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES (KEENE DISTRICT OFFICE SERVICE AREA) VENDOR # 177274-B002				
FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	REVISED BUDGET AMOUNT
2021	645-504004	SGF Other	42105877	\$1,818.00
2022	645-504004	SGF Other	42105877	\$1,818.00
2023	645-504004	SGF Other	42105877	\$1,818.00
2024	645-504004	SGF Other	42105877	\$1,818.00
Total:				\$7,272.00

LAKES REGION COMMUNITY SERVICES COUNCIL (LAGONIA DISTRICT OFFICE SERVICE AREA) VENDOR # 177251-B001				
FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	REVISED BUDGET AMOUNT
2021	645-504004	SGF Other	42105877	\$1,818.00
2022	645-504004	SGF Other	42105877	\$1,818.00
2023	645-504004	SGF Other	42105877	\$1,818.00
2024	645-504004	SGF Other	42105877	\$1,818.00
Total:				\$7,272.00

THE FAMILY RESOURCE CENTER AT GORHAM (BERLIN DISTRICT OFFICE SERVICE AREA) VENDOR # 162412-B001				
FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	REVISED BUDGET AMOUNT
2021	102-500731	Contracts For Prog. Svc	90004009	\$51,725.04
2022	102-500731	Contracts For Prog. Svc	90004009	\$51,725.04
2023	102-500731	Contracts For Prog. Svc	90004009	\$51,725.04
2024	102-500731	Contracts For Prog. Svc	90004009	\$51,725.04
Total:				\$206,900.16

THE FAMILY RESOURCE CENTER AT GORHAM (LITTLETON DISTRICT OFFICE SERVICE AREA) VENDOR # 162412-B001				
FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	REVISED BUDGET AMOUNT
2021	645-504004	SGF Other	42105877	\$51,700.00
2022	645-504004	SGF Other	42105877	\$51,700.00
2023	645-504004	SGF Other	42105877	\$51,700.00
2024	645-504004	SGF Other	42105877	\$51,700.00
Total:				\$206,800.00
Sub-Total:				\$1,231,834.40

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

100% General Funds
 FRC AT GORHAM (BERLIN DISTRICT OFFICE SERVICE AREA) VENDOR# 162412-B001

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	REVISED BUDGET AMOUNT	MATCH
2021	102-500731	Contracts For Prog. Svc	90004015	\$75,000.00	
2022	102-500731	Contracts For Prog. Svc	90004015	\$75,000.00	
2023	102-500731	Contracts For Prog. Svc	90004015	\$75,000.00	
2024	102-500731	Contracts For Prog. Svc	90004015	\$75,000.00	
Total:				\$300,000.00	
Sub-Total:				\$300,000.00	
Grand Total:				\$13,656,620.00	\$229,999.00

Subject: Comprehensive Family Support Services (RFP-2021-DEHS-02-COMPR-09)

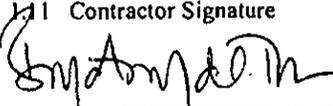
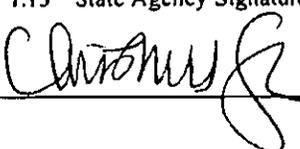
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name Waypoint</p>		<p>1.4 Contractor Address 464 Chestnut Street Manchester, NH, 03301</p>	
<p>1.5 Contractor Phone Number (603) 518-4000</p>	<p>1.6 Account Number 05-095-042-421010-29680000-102-500734, 05-095-042-421010-29730000-102-500734, 05-095-042-421010-29660000-102-500734, 05-095-045-450010-61270000-102-500731, 05-095-045-450010-61460000-502-500891, 05-095-090-902010-51900000-102-500731, 05-095-042-421010-29580000-645-504004</p>	<p>1.7 Completion Date June 30, 2024</p>	<p>1.8 Price Limitation \$1,348,372</p>
<p>1.9 Contracting Officer for State Agency Nathan D. White, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature  Date: 6/19/20</p>		<p>1.12 Name and Title of Contractor Signatory BERJA ALJANEZ DE TORRES President/CEO</p>	
<p>1.13 State Agency Signature  Date: 6/23/20</p>		<p>1.14 Name and Title of State Agency Signatory Christina Santanillo, Director</p>	

Contractor Initials BAT
Date 6/19/20

DLK
07/15

1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>	
By:	Director, On:
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>	
By: <i>/s/Christen Lavers</i>	On: <i>6/28/20</i>
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>	
G&C Item number:	G&C Meeting Date:

Contractor Initials *CL*
Date *6/15/20*

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020. ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



Scope of Services

1. Statement of Work

1.1. General Services

- 1.1.1. The Contractor shall provide services in this agreement to pregnant and parenting women as well as other families with children up to twenty-one (21) years of age who:
 - 1.1.1.1. Are at risk for experiencing difficulty with:
 - 1.1.1.1.1. Pregnancy.
 - 1.1.1.1.2. Health and nutrition.
 - 1.1.1.1.3. Education and employment.
 - 1.1.1.1.4. Parenting challenges.
 - 1.1.1.1.5. Social isolation.
 - 1.1.1.1.6. Substance use disorders.
 - 1.1.1.1.7. Mental health events.
 - 1.1.1.2. Seek Comprehensive Family Support Services (CFSS) in a voluntary manner.
- 1.1.2. For the purposes of this agreement, all references to days shall mean business days.
- 1.1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.
- 1.1.4. The Contractor shall provide services at the Waypoint Family Resource Center, which is located at 103 North State Street, in Concord, NH; The Children's Place and Parent Education Center at 27 Burns Avenue, Concord NH; and other locations, as mutually agreed upon between the Contractor and the client, within the Department of Health and Human Services Concord District Office Catchment Area. The Contractor shall ensure:
 - 1.1.4.1. Office hours at the Waypoint Family Resource Center are available to families and staff Monday through Friday during business hours.
 - 1.1.4.2. The Children's Place and Parent Education Center location is available for drop-in childcare and education groups Monday through Thursday from 8:30 AM to 2:00 PM and Friday from 8:30 AM to 12:00 PM.
 - 1.1.4.3. Office locations remain in compliance with the Americans

Contractor Initials BAT

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



with Disabilities Act (ADA) accessibility requirements.

- 1.1.5. The Contractor shall maintain operation of a Qualified Family Resource Center (FRC-Q), or obtain the FRC-Q designation no later than the contract completion date.
- 1.1.6. The Contractor shall provide Comprehensive Family Support Services (CFSS) support to parents who may be experiencing social, emotional, physical and mental health events that interfere with their ability to parent their children. The Contractor shall provide CFSS in a flexible and integrated approach that provides support services to families in three stages:
 - 1.1.6.1. Prevention.
 - 1.1.6.2. Early intervention.
 - 1.1.6.3. Crisis.
- 1.1.7. The Contractor shall serve all pregnant and parenting women and other families with children under twenty-one (21) years of age who are:
 - 1.1.7.1. At risk for experiencing difficulty with:
 - 1.1.7.1.1. Pregnancy;
 - 1.1.7.1.2. Health and nutrition;
 - 1.1.7.1.3. Education and employment;
 - 1.1.7.1.4. Parenting;
 - 1.1.7.1.5. Social isolation;
 - 1.1.7.1.6. Substance abuse; or
 - 1.1.7.1.7. Mental health issues.
 - 1.1.7.2. At risk for child abuse and neglect; and
 - 1.1.7.3. Perinatal families of substance exposed infants.
- 1.1.8. The Contractor shall support the empowerment of families as advocates for themselves and their children by facilitating collaboration between communities and families to develop a comprehensive array of local, family-centered and culturally informed services.
- 1.1.9. The Contractor shall perform outreach to individuals and families through activities that may include, but are not limited to:
 - 1.1.9.1. Distribution of collateral materials including CFSS and agency brochures, newsletters, flyers, and calendars.

Contractor Initials BAF

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



- 1.1.9.2. Inclusion of parenting and family resource center information on the Waypoint website.
- 1.1.9.3. Information sessions and presentations with community agencies and their representatives.
- 1.1.9.4. Media coverage.
- 1.1.10. The Contractor shall facilitate identification and evaluation of programs and services available to families who may be experiencing conditions that may include, but are not limited to:
 - 1.1.10.1. A previous or current founded, or unfounded, child protective services report.
 - 1.1.10.2. Having a child who has a low birth weight and neuro developmental delays.
 - 1.1.10.3. A history of, or current, parental or caregiver substance abuse.
 - 1.1.10.4. A history of, or current, mental health concerns relative to the parent, caregiver, or child(ren).
 - 1.1.10.5. Having income at or below 300% of the Federal Poverty Level.
 - 1.1.10.6. Family history of domestic violence.
 - 1.1.10.7. Child's insecure attachment in early years.
 - 1.1.10.8. Pregnancy, birth of a child within the past twelve (12) months, birth of an additional child within the next six (6) months, birth or expected birth of a child with special healthcare needs.
 - 1.1.10.9. Pregnant persons with prenatal substance use concerns and families with substance exposed infants.
 - 1.1.10.10. Having more than one (1) child under the age of three (3) years.
 - 1.1.10.11. Physical or social isolation or any other factors that contribute to unhealthy social and emotional outcomes.
 - 1.1.10.12. Home conditions presenting a health and/or safety risk to family members.
 - 1.1.10.13. Child or family with chronic health, behavioral or developmental issues with impacts parenting.
 - 1.1.10.14. Ages and Stages Questionnaire (ASQ) and Ages and Stages Questionnaire Social Emotional (ASQ-SE) results that indicate developmental delays.

Contractor Initials JK

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



- 1.1.10.15. Families impacted by traumatic events.
- 1.1.10.16. Receiving Temporary Assistance to Needy Families (TANF) cash assistance or any of the Medicaid options.
- 1.1.10.17. Substance Use Disorder services.
- 1.1.11. The Contractor shall ensure services are multigenerational; trauma-informed; culturally-responsive; strengths-based; and focused on empowering families. The Contractor shall ensure:
 - 1.1.11.1. Service activities include, but are not limited to providing:
 - 1.1.11.1.1. Evidence-based practices, where available.
 - 1.1.11.1.2. Education and direct services that support parent and child wellbeing.
 - 1.1.11.1.3. Case management.
 - 1.1.11.1.4. Access to a broad range of resources and referrals to respond to each family's needs, as appropriate.
 - 1.1.11.2. Services are delivered in an environment appropriate to the needs and convenience of the clients, which may include, but are not limited to:
 - 1.1.11.2.1. Home-visiting services.
 - 1.1.11.2.2. Community-based visits.
 - 1.1.11.2.3. Parenting groups.
 - 1.1.11.2.4. Workshops.
 - 1.1.11.2.5. Playgroups.
- 1.1.12. The Contractor shall collaborate with the Department and its Facilitating Organization to ensure a statewide system of CFSS.
- 1.1.13. The Contractor shall attend quarterly meetings for the CFSS as scheduled by the Department.
- 1.1.14. The Contractor shall engage with the Department and peers, through regular meetings focused on client outcomes, to utilize data to understand performance and improve practices, as requested by the Department.
- 1.1.15. The Contractor shall evaluate the performance of the programs and services provided through the distribution of client and family satisfaction surveys upon completion of services and during two (2) client survey months annually.
- 1.1.16. The Contractor shall convene and participate in monthly Concord

Contractor Initials BT



Connections Meetings in order to identify current community needs and coordinate programming with area providers.

1.2. Assessment and Referrals

1.2.1. The Contractor shall provide referrals to appropriate community-based services and other resources that support families in their home communities, which may include, but are not limited to:

- 1.2.1.1. Child Care Aware of New Hampshire.
- 1.2.1.2. Department of Health and Human Services District offices for assistance with program eligibility determination.
- 1.2.1.3. Special Medicaid Services, including, Family Centered Early Supports and Services (FCESS).
- 1.2.1.4. Family Violence Prevention Agencies.
- 1.2.1.5. Primary Care Provider enrollment assistance.
- 1.2.1.6. Health insurance provider enrollment assistance, including Medicaid, to increase access to healthcare.
- 1.2.1.7. Mental health services.
- 1.2.1.8. Oral health services.
- 1.2.1.9. Smoking cessation programs, including referrals to QuitWorks-NH, as appropriate.
- 1.2.1.10. Women, Infants and Children (WIC) Nutrition programs for access to breastfeeding supports, nutritional education, and healthy foods.
- 1.2.1.11. Independent living programs.
- 1.2.1.12. Adult education.
- 1.2.1.13. Employment services.

1.2.2. The Contractor shall ensure that each family is provided with an Individual Service Plan (ISP) that addresses and targets barriers to receiving education and support services, which may include but are not limited to:

- 1.2.2.1. Parent education and support.
- 1.2.2.2. Family mentoring and advocacy.
- 1.2.2.3. Medical and health education.
- 1.2.2.4. Early childhood education.
- 1.2.2.5. Literacy education and support.

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- 1.2.2.6. Life skills training.
- 1.2.3. The Contractor shall ensure all services provided are designed to prevent child maltreatment, neglect, and Juvenile Justice Involvement.
- 1.2.4. The Contract shall provide services that are trauma informed and include, but are not limited to:
 - 1.2.4.1. Parenting education and family support through a variety of evidence-based curriculums.
 - 1.2.4.2. Age appropriate education using Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents – Fourth edition.
- 1.2.5. The Contractor shall accept referrals from hospitals and medical centers when clients have a Plan of Safe Care and:
 - 1.2.5.1. Provide early intervention in at risk pregnant and parenting families.
 - 1.2.5.2. Prioritize pregnant parents with substance use disorder for support and assignment.
- 1.2.6. The Contractor shall assist pregnant and postpartum women with developing a Plan of Safe Care in collaboration with the client's medical providers.
- 1.2.7. The Contractor shall complete a Family Assessment for each family served within the first three (3) visits with families, utilizing an intake assessment, the Protective Factors Survey, 2nd Edition (PFS-2), and a comprehensive assessment using the North Carolina Family Assessment Scale General (NCFAS-G) in order to:
 - 1.2.7.1. Identify risk factors.
 - 1.2.7.2. Determine appropriate CFSS.
 - 1.2.7.3. Provide appropriate CFSS.
- 1.2.8. The Contractor shall administer the Watch Me Grow curriculum/program/services in accordance with the Watch Me Grow guidelines.
- 1.2.9. The Contractor shall ensure that families with children up to six (6) years of age are screened and participate in the Watch Me Grow Program. The Contractor shall:
 - 1.2.9.1. Distribute Learn the Signs, Act Early materials.
 - 1.2.9.2. Report the number of families who received developmental screening education materials.

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- 1.2.9.3. Provide developmental and social emotional screenings for children ages one (1) month through five (5) years.
- 1.2.9.4. Report the number of families that received an ASQ-3 and ASQ-SE- screener.
- 1.2.10. The Contractor shall provide CFSS using the Strengthening Families Framework and addressing Protective Factors; which may be provided through a variety of methods including, but not limited to:
 - 1.2.10.1. Home visiting services.
 - 1.2.10.2. Workshops.
 - 1.2.10.3. Support groups.
- 1.3. **Home Visiting Services**
 - 1.3.1. The Contractor shall provide home visiting services that are respectful of families' cultures and values while building on each family's strengths and being responsive to their needs. The Contractor shall ensure services include, but are not limited to:
 - 1.3.1.1. Working with program participants to develop comprehensive goals to improve the economic self-sufficiency by assisting parents with developing a vision for the future that includes, but is not limited to:
 - 1.3.1.1.1. Planning future pregnancies.
 - 1.3.1.1.2. Continuing education.
 - 1.3.1.1.3. Finding and maintaining employment.
 - 1.3.1.1.4. Increasing Protective Factors of the family.
 - 1.3.1.1.5. Obtaining secure housing.
 - 1.3.1.1.6. Accessing community services.
 - 1.3.1.1.7. Accessing parental education on topics that include, but are not limited to:
 - 1.3.1.1.7.1. Child development.
 - 1.3.1.1.7.2. Child behavior.
 - 1.3.1.1.7.3. Child health.
 - 1.3.1.1.7.4. Coping and problem solving skills.
 - 1.3.1.1.7.5. Safety.
 - 1.3.1.1.7.6. Parenting skills.

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- 1.3.1.2. Providing flexible availability in order to meet the needs of individual families and communities.
- 1.3.1.3. Ensuring non-duplication of other services being received.
- 1.3.1.4. Providing standardized smoking cessation education and referrals, as appropriate, in order to increase the number of women who quit smoking.
- 1.3.1.5. Providing information to pregnant women relative to the importance of receiving consistent prenatal health care that results in healthy pregnancies and birth outcomes.
- 1.3.1.6. Providing information that promotes parent-child attachments that mitigate child maltreatment.
- 1.3.1.7. Providing education regarding the importance of primary care services for the family, including access to reproductive health care, timely immunizations, increased child safety, and the establishment of a medical home. The Contractor shall work to ensure:
 - 1.3.1.7.1. All women have access to formal, validated screening for prenatal and postpartum depression using tools that may include, but are not limited to:
 - 1.3.1.7.1.1. Prime MD depression screening.
 - 1.3.1.7.1.2. Edinburg Postnatal Screen.
 - 1.3.1.7.2. All women who screen positive for maternal depression are referred to follow-up treatment, as appropriate.
 - 1.3.1.7.3. Nursing visits are provided to pregnant women and their babies through the child's first birthday, and as needed for any child up to 17 years of age through the Child and Family Health Support program.
 - 1.3.1.7.4. Nurse consultation is provided to any family that has an identified nursing need.
 - 1.3.1.7.5. All participants are enrolled in primary care physician services.
 - 1.3.1.7.6. Improved family health and functioning.
- 1.3.2. The Contractor shall provide home visiting services utilizing the Home Visiting NH model, which includes, but is not limited to:

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- 1.3.2.1. Promoting healthy pregnancy and birth outcomes.
- 1.3.2.2. Promoting a safe and nurturing environment for children.
- 1.3.2.3. Improving families' life course and development.
- 1.3.3. The Contractor shall provide home visiting services, utilizing evidence based approaches and training programs that include, but are not limited to:
 - 1.3.3.1. Parents as Teachers curriculum.
 - 1.3.3.2. Born to Learn curriculum.
 - 1.3.3.3. The Period of PURPLE Crying.
 - 1.3.3.4. Motivational interviewing.
 - 1.3.3.5. Advocacy training.
 - 1.3.3.6. Magic 123.
 - 1.3.3.7. Reflective supervision.
 - 1.3.3.8. Parenting A Second Time Around.

1.4. Workshops and Support Groups

- 1.4.1. The Contract shall provide an array of workshops to increase knowledge of parenting and child development, parental resilience, and social connections, which include, but are not limited to:
 - 1.4.1.1. Positive Solutions for Families.
 - 1.4.1.2. Slow Cooker class.
 - 1.4.1.3. Can't Even Fam.
 - 1.4.1.4. Instructional money management programs.
 - 1.4.1.5. Grandparents/Caregiver group.
 - 1.4.1.6. Parent/Caregiver group.
 - 1.4.1.7. Toddler group.
 - 1.4.1.8. Mommy and Me (New Baby) group.
 - 1.4.1.9. Daddy Time group.
- 1.4.2. The Contractor shall facilitate a variety of support groups that include, but are not limited to:
 - 1.4.2.1. Parent Support.
 - 1.4.2.2. Kinscare Support.
 - 1.4.2.3. Circle of Parents.

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- 1.4.2.4. Grandparent's Café.
- 1.4.2.5. Misadventures of Motherhood.
- 1.4.2.6. Concord Connections.

1.5. Staffing

- 1.5.1. The Contractor shall require all staff, subcontractors, and volunteers, who have contact with children, complete criminal background and central registry checks.
- 1.5.2. The Contract shall ensure that all staff who shall drive as part of their job duties maintain a valid driver's license.
- 1.5.3. The Contractor shall ensure staff are trained in the principles of family support, maternal and child health, as well as the child welfare system with concentrations in service array as well as working in multidisciplinary teams.
- 1.5.4. The Contractor shall ensure that staff participate in training that includes, but is not limited to:
 - 1.5.4.1. Strengthening the Families Framework.
 - 1.5.4.2. The Five Protective Factors.
 - 1.5.4.3. Trust Based Relational Intervention.
 - 1.5.4.4. Solutions Based Casework.
- 1.5.5. The Contractor shall ensure that staff receive on-going staff enrichment and development in areas that include, but are not limited to:
 - 1.5.5.1. Skills needed to address the ethnic and cultural needs, resources, and assets of the community.
 - 1.5.5.2. Exercising empathy, with an understanding of family stressors of parents and families receiving services.
 - 1.5.5.3. Effective home visiting and reporting practices.
- 1.5.6. The Contractor shall ensure all clinicians and prescribing practitioners who provide consultation services are licensed by the NH Board of Psychological Examiners, as a health care professional.
- 1.5.7. The Contractor shall ensure the program is staffed, at a minimum, by a Program Director who works the minimum of a 0.5 Full Time Employee (FTE) and an appropriate number of Paraprofessional Home Visitors, necessary to implement the program.
- 1.5.8. The Contractor shall ensure the Program Director have, at a minimum experience and education including but not limited to:

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- 1.5.8.1.A Master's degree in social work, counseling, nursing, public health or a related field, and
 - 1.5.8.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.5.8.3.A Bachelor's degree in social work, counseling, nursing, public health or related field; and
 - 1.5.8.4. Five (5) years of experience working with families and children in a social service, home health or other early childhood program setting, some of which shall have been in a supervisory capacity.
- 1.5.9. The Contractor shall ensure the Paraprofessional Home Visitors have, at a minimum experience and education including but not limited to:
- 1.5.9.1.A Bachelor's degree in social work, counseling, nursing, human services, early childhood education or a relate field; and
 - 1.5.9.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting.
- 1.5.10. The Contractor shall ensure that a minimum of one (1) Home Visitor and the Home Visitor Supervisor are trained in either Growing Great Kids or Parents as Teachers curriculum and follow the Growing Great Kids requirements within six (6) months of the contract effective date.
- 1.5.11. The Contractor shall designate a staff position to be the liaison for all programmatic correspondence between the Department and the agency including, but not limited to:
- 1.5.11.1. Clinical updates.
 - 1.5.11.2. Program announcements.
 - 1.5.11.3. Reporting changes, errors, and requests.
- 1.6. **Relevant Laws, Policies and Guidelines**
- 1.6.1. The Contractor shall be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
 - 1.6.2. The Contractor shall meet all information security and privacy requirements, as set by the Department.

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- 1.6.3. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 3, 2008.
- 1.6.4. The Contractor shall participate and coordinate 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.
- 1.6.5. The Contractor shall promote immunizations, in accordance with RSA 141-C and the Immunization Rules promulgated thereunder.
- 1.6.6. The Contractor's program services shall meet the requirements of Sec. 401 (a)(3) of the 42USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF, which indicates one of the purposes 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.
- 1.6.7. The Contractor shall comply with confidentiality provisions of RSA 170-G: 8-a. All information regarding the Department's clients, client families, foster families, and other involved individuals, is strictly confidential and shall not be discussed with anyone except the Department's personnel in the performance of contracted services.
- 1.6.8. The Contractor shall maintain the confidentiality of all clients and use client information only for program administration purposes and evaluation, ensuring the following, including but not limited to:
 - 1.6.8.1. All staff and subcontractor(s) understand that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
 - 1.6.8.2. All staff and subcontractor(s) adhere to the standards and confidentiality policies of the organization.
 - 1.6.8.3. Receipt of public assistance and other confidential information shared shall be shared only as part of the medical record and only with the properly signed release of information from the client.
- 1.6.9. The Contractor shall, for purposes of program evaluation and/or continuous quality improvement, report personally identifiable health data to the Department as requested, for all clients served under the resulting contract.
- 1.6.10. The Contractor shall obtain any authorizations for release of information from the clients that are necessary to comply with federal

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and state laws and regulations.

- 1.6.11. The Contractor shall provide all forms developed for authorization for release of information to the Department prior to use.
- 1.6.12. The Contractor shall adhere to the legal requirements governing human subjects' research if considering using program participants for clinical or sociological research purposes.
- 1.6.13. The Contractor shall inform the Division of Public Health Services prior to initiating any research related to the resulting contract.
- 1.6.14. The Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130:A, Lead Paint Poisoning and Control.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports highlighting the program activities no later than the fifteenth (15th) day of the month following the reporting period, with the first report due no later than October 15, 2020. The Contractor shall ensure quarterly reports include, but are not limited to:
 - 3.1.1. The progress in achieving the stated outcomes; and
 - 3.1.2. Feedback from families as to the effectiveness and satisfaction of the contracted services.
- 3.2. The Contractor shall submit an annual report to the Department by July 31st of each contract year, with the first report due on July 31, 2021. The Contractor shall ensure annual reports include, but are not limited to:
 - 3.2.1. Information regarding accomplishments and activities for the program.

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- 3.2.2. Recommendations for service development and outcomes.
- 3.2.3. Systemic barriers experienced.
- 3.2.4. Family satisfaction survey results.
- 3.3. The Contractor shall enter data into the Welligent System within thirty (30) days of receiving the data, which includes but is not limited to:
 - 3.3.1. Encrypted client identifier; first two initials of the first name, first three initials of the last name.
 - 3.3.2. Gender.
 - 3.3.3. Date of Birth.
 - 3.3.4. Race.
 - 3.3.5. Ethnicity.
 - 3.3.6. Date of Screening.
 - 3.3.7. Which month the Ages and Stages Questionnaire (ASQ) was administered.
 - 3.3.8. Recheck.
 - 3.3.9. Referred.
 - 3.3.10. Receiving services.
 - 3.3.11. Screening score.
 - 3.3.12. Consent signed to notify Primary Care Physician (PCP).
 - 3.3.13. Date the screen was sent to PCP.
- 3.4. The Contractor shall collaborate with the Department to provide requested information relative to program evaluation and other information, as needed, to meet Department goals and requirements and provide information to different Divisions within the Department that include, but are not limited to the:
 - 3.4.1. Division for Children, Youth and Families.
 - 3.4.2. Division of Public Health Services.
 - 3.4.3. Division for Economic and Housing Stability.
- 3.5. The Contractor shall maintain a Family Service Record on each family in compliance with all HIPAA Privacy Rules, ensuring each record includes, but is not limited to:
 - 3.5.1. Source of referral.
 - 3.5.2. Referral information.
 - 3.5.3. Release of information form.

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- 3.5.4. Family assessment.
 - 3.5.5. Child/Family services plan.
 - 3.5.6. Case contact log.
 - 3.5.7. Receipt of health care.
 - 3.5.8. Linkages with prenatal and/or primary care and visit schedule as outlined in the American Academy of Pediatrics, "Recommendations for Preventative Pediatric Health Care" schedule.
 - 3.5.9. Progress notes.
 - 3.5.10. Child care utilization and billing information.
 - 3.5.11. Case closure report.
- 3.6. The Contractor shall ensure Family Service Records are summarized and entered into the Quick Base in real-time.

4. Performance Measures

- 4.1. Contractor performance shall be monitored by the Department through review of consumer satisfaction data, which shall indicate a minimum of 80% favorable rating.
- 4.2. The Contractor shall sustain 100% screening of, family participation in the Watch Me Grow Program in families with children up to six (6) years of age.
- 4.3. The Contractor shall work collaboratively with the Department to ensure evidence-based strategies are used and appropriate metrics are tracked for specific programs and sub-populations.
- 4.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.5. The Contractor shall track a range of performance improvement topics that include, but are not limited to:
 - 4.5.1. Increasing outreach to high-risk populations.
 - 4.5.2. Increasing the share of referred families who enroll in services.
 - 4.5.3. Increasing service completion dates.
 - 4.5.4. Evaluating long-term program outcomes.
- 4.6. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.7. The Contractor shall collect and share data with the Department in a format specified by the Department, where applicable.

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5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

5.3.1. 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, "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."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

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- 6.1.1. Books, records, documents and other electronic or physical 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.
 - 6.1.2. All records shall 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.
 - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
 - 6.1.4. Medical records on each patient/recipient of services.
- 6.2. 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. 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.

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EXHIBIT C



Payment Terms

1. This Agreement is funded by:
 - 1.1. 1.37% by the US Department of Health and Human Services, Administrations on Children, Youth and Families, Child Welfare Social Services, Title IV-B, Subpart 1, of the Social Security Act, CFDA 93.645, FAIN# 2001NHCWSS.
 - 1.2. 6.74% by the US Department of Health and Human Services, Administration for Children & Families, Administration on Children, Youth and Families, Promoting Safe and Stable Families, CFDA 93.556, FAIN# 2001FPSS.
 - 1.3. 23.23% by the US Department of Health and Human Services, Administration for Children & Families, Title XX Grants, SSBG – Social Services Block Grant, CFDA 93.667, FAIN# 2001NHSOSR.
 - 1.4. 55.65%, by the US Department of Health and Human Services, Temporary Assistance for Needy Families, CFDA 93.558, FAIN# 19NHTANF.
 - 1.5. 1.80% by the US Department of Health and Human Services, Maternal and Child Health Services Block Grant, CFDA 93.994, FAIN# 90CA1858.
 - 1.6. 11.21% General Funds
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Sub-recipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget Worksheet through Exhibit C-4, Budget Worksheet.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to BFAinvoices@dhhs.nh.gov, or invoices may be mailed to:

Waypoint

Exhibit C

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BFC

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Date

6/19/20

Rev. 01/08/19

New Hampshire Department of Health and Human Services
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EXHIBIT C



Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

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- 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. 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.

Exhibit C-1, Budget Worksheet

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

Bidder Name: Waypoint

Budget Request for: RFP-2021-DEHS-02-COMPR-09 (Comprehensive Family Support Services - Concord)

Budget Period: 7/1/2020-6/30/21

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 194,823.20	\$ 33,278.58	\$ 228,102.78	\$ -	\$ -	\$ -	\$ 194,823.20	\$ 33,278.58	\$ 228,102.78
2. Employee Benefits	\$ 53,000.00	\$ 8,480.00	\$ 61,480.00	\$ -	\$ -	\$ -	\$ 53,000.00	\$ 8,480.00	\$ 61,480.00
3. Consultants/Interpretation services	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 2,000.00
Purchase/Depreciation	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 2,000.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,800.00	\$ 400.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 400.00	\$ 2,200.00
6. Travel	\$ 6,500.00	\$ 1,200.00	\$ 7,700.00	\$ -	\$ -	\$ -	\$ 6,500.00	\$ 1,200.00	\$ 7,700.00
7. Occupancy	\$ 18,528.22	\$ 1,000.00	\$ 17,528.22	\$ -	\$ -	\$ -	\$ 18,528.22	\$ 1,000.00	\$ 17,528.22
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,000.00	\$ 600.00	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 600.00	\$ 2,600.00
Postage	\$ 220.00	\$ -	\$ 220.00	\$ -	\$ -	\$ -	\$ 220.00	\$ -	\$ 220.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ 250.00	\$ 750.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 250.00	\$ 750.00
11. Staff Education and Training	\$ 2,000.00	\$ 300.00	\$ 2,300.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 300.00	\$ 2,300.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Organizational Dues	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
14. Interest Expenses	\$ -	\$ 5,011.00	\$ 5,011.00	\$ -	\$ -	\$ -	\$ -	\$ 5,011.00	\$ 5,011.00
15. Purchase Services/In-Kind Donations	\$ 6,577.36	\$ -	\$ 6,577.36	\$ 6,577.36	\$ -	\$ 6,577.36	\$ -	\$ -	\$ -
TOTAL	\$ 282,149.78	\$ 81,820.88	\$ 343,970.66	\$ 6,577.36	\$ -	\$ 6,577.36	\$ 282,149.78	\$ 81,820.88	\$ 337,893.00

Indirect As A Percent of Direct

17.6%

Contractor Initials: *BAT*

Date: *6/19/20*

Exhibit C-2, Budget Worksheet

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

Bidder Name: Waypoint

Budget Request for: RFP-2021-DEHS-02-COMPR-09 (Comprehensive Family Support Services - Concord)

Budget Period: 7/1/2021-6/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 194,823.20	\$ 33,279.58	\$ 228,102.78	\$ -	\$ -	\$ -	\$ 194,823.20	\$ 33,279.58	\$ 228,102.78
2. Employee Benefits	\$ 53,000.00	\$ 8,480.00	\$ 61,480.00	\$ -	\$ -	\$ -	\$ 53,000.00	\$ 8,480.00	\$ 61,480.00
3. Consultants/Interpretation services	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 2,000.00
Purchase/Depreciation	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 2,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,800.00	\$ 400.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 400.00	\$ 2,200.00
6. Travel	\$ 6,500.00	\$ 1,200.00	\$ 7,700.00	\$ -	\$ -	\$ -	\$ 6,500.00	\$ 1,200.00	\$ 7,700.00
7. Occupancy	\$ 16,529.22	\$ 1,000.00	\$ 17,529.22	\$ -	\$ -	\$ -	\$ 16,529.22	\$ 1,000.00	\$ 17,529.22
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,000.00	\$ 600.00	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 600.00	\$ 2,600.00
Postage	\$ 220.00	\$ -	\$ 220.00	\$ -	\$ -	\$ -	\$ 220.00	\$ -	\$ 220.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ 250.00	\$ 750.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 250.00	\$ 750.00
11. Staff Education and Training	\$ 2,000.00	\$ 300.00	\$ 2,300.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 300.00	\$ 2,300.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Organizational Fees	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
14. Interest Expenses	\$ -	\$ 5,011.00	\$ 5,011.00	\$ -	\$ -	\$ -	\$ -	\$ 5,011.00	\$ 5,011.00
15. Purchase Services/In-Kind Donations	\$ 6,577.36	\$ -	\$ 6,577.36	\$ 6,577.36	\$ -	\$ 6,577.36	\$ -	\$ -	\$ -
TOTAL	\$ 292,149.78	\$ 61,820.58	\$ 343,970.36	\$ 6,577.36	\$ -	\$ 6,577.36	\$ 285,572.42	\$ 61,820.58	\$ 347,393.00

Indirect As A Percent of Direct

17.6%

Contractor Initials: EAT

Date: 6/19/20

Exhibit C-3, Budget Worksheet

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

Bidder Name: Waypoint

Budget Request for: RFP-2021-DEHS-02-COMPR-09 (Comprehensive Family Support Services - Concord)

Budget Period: 7/1/2022-6/30/23

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 194,823.20	\$ 33,279.58	\$ 228,102.78	\$ -	\$ -	\$ -	\$ 194,823.20	\$ 33,279.58	\$ 228,102.78
2. Employee Benefits	\$ 53,000.00	\$ 8,480.00	\$ 61,480.00	\$ -	\$ -	\$ -	\$ 53,000.00	\$ 8,480.00	\$ 61,480.00
3. Consultants/Interpretation services	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 2,000.00
Purchase/Depreciation	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 2,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,800.00	\$ 400.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 400.00	\$ 2,200.00
6. Travel	\$ 8,500.00	\$ 1,200.00	\$ 9,700.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ 1,200.00	\$ 9,700.00
7. Occupancy	\$ 18,529.22	\$ 1,000.00	\$ 19,529.22	\$ -	\$ -	\$ -	\$ 18,529.22	\$ 1,000.00	\$ 19,529.22
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,000.00	\$ 600.00	\$ 2,600.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 600.00	\$ 2,600.00
Postage	\$ 220.00	\$ -	\$ 220.00	\$ -	\$ -	\$ -	\$ 220.00	\$ -	\$ 220.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ 250.00	\$ 750.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 250.00	\$ 750.00
11. Staff Education and Training	\$ 2,000.00	\$ 300.00	\$ 2,300.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 300.00	\$ 2,300.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Organizational Over	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
14. Interest Expense	\$ -	\$ 5,011.00	\$ 5,011.00	\$ -	\$ -	\$ -	\$ -	\$ 5,011.00	\$ 5,011.00
15. Purchase Services/in-Kind Donations	\$ 6,577.36	\$ -	\$ 6,577.36	\$ 6,577.36	\$ -	\$ 6,577.36	\$ -	\$ -	\$ -
TOTAL	\$ 292,149.78	\$ 51,629.68	\$ 343,779.46	\$ 6,577.36	\$ -	\$ 6,577.36	\$ 285,572.42	\$ 51,629.68	\$ 337,202.10

Indirect As A Percent of Direct

17.6%

Contractor Initials: BJT

Date: 6/19/20

Exhibit C-4, Budget Worksheet

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

Bidder Name: Waypoint

Budget Request for: RFP-2021-DEHS-02-COMPR-03 (Comprehensive Family Support Services - Concord)

Budget Period: 7/1/2023-6/30/24

Line Item	Total Program Cost			Contractor Share / Match			Funded by DEHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 194,823.20	\$ 33,279.58	\$ 228,102.78	\$ -	\$ -	\$ -	\$ 194,823.20	\$ 33,279.58	\$ 228,102.78
2. Employee Benefits	\$ 53,000.00	\$ 8,480.00	\$ 61,480.00	\$ -	\$ -	\$ -	\$ 53,000.00	\$ 8,480.00	\$ 61,480.00
3. Consultants/Interpretation services	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 2,000.00
Purchase/Depreciation	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 2,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,800.00	\$ 400.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 400.00	\$ 2,200.00
6. Travel	\$ 8,500.00	\$ 1,200.00	\$ 9,700.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ 1,200.00	\$ 9,700.00
7. Occupancy	\$ 16,529.22	\$ 1,000.00	\$ 17,529.22	\$ -	\$ -	\$ -	\$ 16,529.22	\$ 1,000.00	\$ 17,529.22
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,000.00	\$ 800.00	\$ 2,800.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 800.00	\$ 2,800.00
Postage	\$ 220.00	\$ -	\$ 220.00	\$ -	\$ -	\$ -	\$ 220.00	\$ -	\$ 220.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ 250.00	\$ 750.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 250.00	\$ 750.00
11. Staff Education and Training	\$ 2,000.00	\$ 300.00	\$ 2,300.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 300.00	\$ 2,300.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Organizational Dues	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
14. Interest Expenses	\$ -	\$ 5,011.00	\$ 5,011.00	\$ -	\$ -	\$ -	\$ -	\$ 5,011.00	\$ 5,011.00
15. Purchase Service/In-Kind Donations	\$ 6,577.36	\$ -	\$ 6,577.36	\$ 6,577.36	\$ -	\$ 6,577.36	\$ -	\$ -	\$ -
TOTAL	\$ 292,149.78	\$ 61,520.68	\$ 353,670.46	\$ 6,577.36	\$ -	\$ 6,577.36	\$ 285,572.42	\$ 61,520.68	\$ 353,670.46

Indirect As A Percent of Direct

17.8%

Contractor Inlets: *SAT*

Date: 6/19/20



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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.

6/19/20
Date

Vendor Name: WAYPOINT
[Signature]
Name: Steph Alvarez de Toledo
Title: President/CEO

Vendor Initials [Signature]
Date 6/19/20



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

6/19/20
Date

Vendor Name: WAYPOINT
Gonjia Alvarez

Name: GONJIA ALVAREZ DE TORRES
Title: President / CEO



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

The Vendor 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

BFC



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

6/19/20
Date

Vendor Name: WAYPOINT
[Signature]
Name: Steph Alvarez de Toledo
Title: President/CEO

Vendor Initials [Signature]
Date 6/19/20



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

The Vendor 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:

Vendor 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

Vendor Initials

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


Date 1/19/20

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

6/19/20
Date

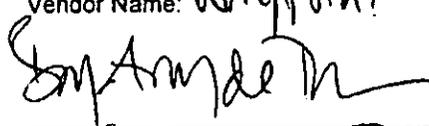
Vendor Name: WAYPOINT

Name: Sozia Alvarez de Toledo
Title: President and CEO

Exhibit G

Vendor Initials SA

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

Date 6/19/20



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 Vendor 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 Vendor 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.

6/19/20
Date

Vendor Name: WAYPOINT
[Signature]
Name: Guip Alvarez de Toledo
Title: President/CEO



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below;
 - 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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services

The State

Christina Santanillo
Signature of Authorized Representative

Christina Santanillo
Name of Authorized Representative

Director, D&H
Title of Authorized Representative

6/23/20
Date

WAYPOINT

Name of the Contractor

[Signature]
Signature of Authorized Representative

[Signature]
Name of Authorized Representative

President/CEO
Title of Authorized Representative

6/19/20
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.

6/19/10
Date

Contractor Name: WAYPOINT

[Signature]

Name: Enja Alvarez de Toledo
Title: President/CEO

Contractor Initials PAI
Date 6/19/10



FORM A

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

1. The DUNS number for your entity is: 09-550-5905
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____



A. Definitions

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

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

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

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

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6/19/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

[Handwritten Signature]



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

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6/19/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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6/19/20

State of New Hampshire

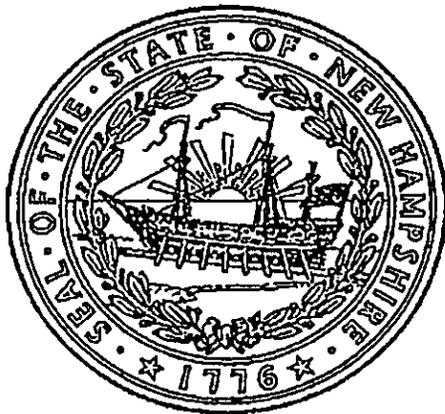
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WAYPOINT is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1914. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62585

Certificate Number: 0004898322



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, KENNETH SHELDON, Board Chair, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of WAYPOINT
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of
the Agency duly held on 12/4/18:
(Date)

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its
Department of Health and Human Services.

RESOLVED: That the PRESIDENT AND CEO
(Title of Contract Signatory)

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

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 19th day of June, 2020.

Kenneth R. Sheldon
(Signature of the Elected Officer)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2020

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Andrea Nicklin PHONE (A.C. No. Ext.): (603) 669-3218 FAX (A.C. No.): (603) 645-4331 E-MAIL ADDRESS: anicklin@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Ins Co INSURER B: Granite State Health Care and Human Services Self- INSURER C: Travelers Casualty & Surety Co of America INSURER D: INSURER E: INSURER F:	
		NAIC # 18058 31194	

COVERAGES CERTIFICATE NUMBER: 20-21 All Lines REVISION NUMBER:

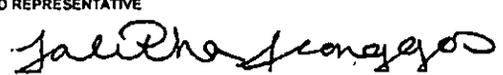
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:			PHPK2151359	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2151341	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB728723	07/01/2020	07/01/2021	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20200000242	02/01/2020	02/01/2021	Limit 500,000 Deductible 5,000
C	Fidelity & Forgery			105912196	04/01/2020	04/01/2021	

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

DHHS: State of NH, Division for Children, Youth & Families are listed as additional insureds with respects to the CGL as per written contract.

CERTIFICATE HOLDER**CANCELLATION**

DHHS: State of NH Director Division for Children, Youth 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2020

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Andrea Nicklin PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: anicklin@crossagency.com	
INSURED Waypoint Po Box 448 Manchester NH 03105		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Ins Co	NAC # 18058
		INSURER B: Granite State Health Care and Human Services Self-	
		INSURER C: Travelers Casualty & Surety Co of America	31194
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19-20 AV/20-21 WC & F&F REVISION NUMBER:

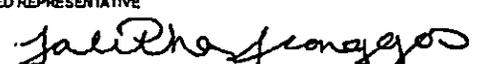
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Liability		PHPK2001864	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Aggregate- Prof liab \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		PHPK2001895	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB682316	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	HCHS20200000242 (3a.) NH	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Fidelity & Forgery		105912198	04/01/2020	04/01/2021	Limit 500,000 Deductible 5,000

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Health & Human Services Brown Building 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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WAYPOINT

Help Along the Way

Formerly
CHILD AND FAMILY SERVICES

MISSION STATEMENT:

Empowering people of all ages through an array of human services and advocacy



HEADQUARTERS
toll free (800) 640.6486
office (603) 518.4000
fax (603) 668.6260
764 Chestnut Street
PO Box 448
Manchester, NH 03105
waypointnh.org



WAYPOINT

Help Along the Way

WAYPOINT

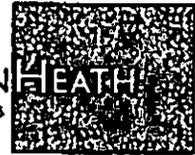
Consolidated Financial Statements

For the Year Ended December 31, 2019

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
Waypoint

Additional Offices:
Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Waypoint, which comprise the consolidated statement of financial position as of December 31, 2019, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and

fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Waypoint as of December 31, 2019, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Waypoint's 2018 consolidated financial statements, and we expressed an unmodified opinion on those audited consolidated financial statements in our report dated March 26, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2018 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedules of Operating Expenses for 2019 and 2018 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 26, 2020 on our consideration of Waypoint's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Waypoint's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Waypoint's internal control over financial reporting and compliance.

Melanson Heath

May 26, 2020

WAYPOINT

Consolidated Statement of Financial Position

December 31, 2019

(with comparative totals as of December 31, 2018)

	2019			
	Without Donor Restrictions	With Donor Restrictions	2019 Total	2018 Total
ASSETS				
Current Assets:				
Cash and cash equivalents	\$ 177,479	\$ -	\$ 177,479	\$ 1,078,577
Accounts receivable, net	1,260,930	-	1,260,930	714,112
Contributions receivable	79,161	-	79,161	60,000
Prepaid expenses	145,979	-	145,979	192,744
Total Current Assets	1,663,549	-	1,663,549	2,045,433
Noncurrent Assets:				
Investments	15,894,841	2,992,179	18,887,020	16,140,394
Beneficial interest held in trusts	-	1,837,101	1,837,101	1,679,591
Property and equipment, net	6,460,382	-	6,460,382	6,358,505
Total Noncurrent Assets	22,355,223	4,829,280	27,184,503	24,178,490
Total Assets	\$ 24,018,772	\$ 4,829,280	\$ 28,848,052	\$ 26,223,923
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Accounts payable	\$ 139,382	\$ -	\$ 139,382	\$ 217,685
Accrued payroll and related liabilities	646,070	-	646,070	564,736
Other liabilities	66,628	-	66,628	67,299
Bonds payable	150,000	-	150,000	140,000
Total Current Liabilities	1,002,080	-	1,002,080	989,720
Bonds payable, net of current portion	3,915,000	-	3,915,000	4,065,000
Deferred loans - NHHFA	1,250,000	-	1,250,000	1,250,000
Interest rate swap agreements	1,072,580	-	1,072,580	885,525
Total Liabilities	7,239,660	-	7,239,660	7,190,245
Net Assets:				
Without donor restrictions	16,779,112	-	16,779,112	14,373,688
With donor restrictions	-	4,829,280	4,829,280	4,659,990
Total Net Assets	16,779,112	4,829,280	21,608,392	19,033,678
Total Liabilities and Net Assets	\$ 24,018,772	\$ 4,829,280	\$ 28,848,052	\$ 26,223,923

The accompanying notes are an integral part of these financial statements.

WAYPOINT

Consolidated Statement of Activities

For the Year Ended December 31, 2019
(with comparative totals for the year ended December 31, 2018)

	2019		2019 Total	2018 Total
	Without Donor Restrictions	With Donor Restrictions		
SUPPORT AND REVENUE:				
Support:				
Government grants	\$ 5,486,443	\$ 16,056	\$ 5,502,499	\$ 5,401,404
Contributions	426,853	869,431	1,296,284	1,722,592
In-kind contributions	87,864	-	87,864	94,633
Income from special events, net	487,018	-	487,018	369,175
Revenue:				
Service fees	5,524,270	-	5,524,270	5,422,960
Other	65,971	-	65,971	64,715
Net assets released from restriction:				
Program releases	1,194,247	(1,194,247)	-	-
Endowment releases	74,751	(74,751)	-	-
Endowment transfer to support operations	627,685	-	627,685	661,375
Total Support and Revenue	13,975,102	(383,511)	13,591,591	13,736,854
OPERATING EXPENSES:				
Program services	12,086,191	-	12,086,191	11,550,792
Management and general	1,308,438	-	1,308,438	1,380,172
Fundraising	517,402	-	517,402	427,546
Total Operating Expenses	13,912,031	-	13,912,031	13,358,510
Change in net assets before non-operating items	63,071	(383,511)	(320,440)	378,344
NON-OPERATING ITEMS:				
Investment income (loss)	2,985,010	395,291	3,380,301	(1,006,030)
Unrealized gain (loss) on interest rate swap	(187,054)	-	(187,054)	176,817
Change in beneficial interest	-	157,510	157,510	(188,315)
Interest income	1,851	-	1,851	1,608
Endowment transfer to support operations	(627,685)	-	(627,685)	(661,375)
Total Non-Operating Items	2,172,122	552,801	2,724,923	(1,677,295)
Change in net assets	2,235,193	169,290	2,404,483	(1,298,951)
Net Assets, Beginning of Year, as restated (NOTE 19)	14,543,919	4,659,990	19,203,909	20,332,629
Net Assets, End of Year	\$ 16,779,112	\$ 4,829,280	\$ 21,608,392	\$ 19,033,678

The accompanying notes are an integral part of these financial statements.

WAYPOINT

Consolidated Statement of Functional Expenses

For the Year Ended December 31, 2019
(with comparative totals for the year ended December 31, 2018)

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>2019 Total</u>	<u>2018 Total</u>
Personnel expense:					
Salaries and wages	\$ 6,901,838	\$ 814,197	\$ 340,669	\$ 8,056,704	\$ 7,780,410
Employee benefits	886,121	84,083	24,372	994,576	827,827
Payroll related costs	861,733	72,205	27,088	961,026	834,465
Mileage reimbursement	425,994	931	199	427,124	445,083
Contracted services	<u>527,006</u>	<u>74,153</u>	<u>54,573</u>	<u>655,732</u>	<u>662,720</u>
Subtotal personnel expense	9,602,692	1,045,569	446,901	11,095,162	10,550,505
Accounting	-	31,699	-	31,699	28,700
Assistance to individuals	716,800	-	-	716,800	718,608
Communications	139,255	8,358	4,741	152,354	166,740
Conferences, conventions, meetings	48,489	5,949	3,600	58,038	56,018
Depreciation	326,931	39,920	-	366,851	334,662
In-kind contributions	88,014	-	-	88,014	94,633
Insurance	65,690	9,585	2,597	77,872	74,104
Interest	251,532	67,874	-	319,406	317,772
Legal	-	20,671	-	20,671	3,949
Membership dues	22,789	1,916	3,152	27,857	29,992
Miscellaneous	30,221	14,869	1,959	47,049	40,193
Occupancy	543,136	29,481	13,070	585,687	548,507
Printing and publications	29,318	2,803	29,732	61,853	91,540
Rental and equipment maintenance	89,746	24,229	6,542	120,517	122,782
Supplies	80,964	3,366	5,099	89,429	115,040
Travel	<u>50,614</u>	<u>2,149</u>	<u>9</u>	<u>52,772</u>	<u>64,765</u>
Total Functional Expenses	<u>\$ 12,086,191</u>	<u>\$ 1,308,438</u>	<u>\$ 517,402</u>	<u>\$ 13,912,031</u>	<u>\$ 13,358,510</u>

The accompanying notes are an integral part of these financial statements.

WAYPOINT

Consolidated Statement of Cash Flows

**For the Year Ended December 31, 2019
(with comparative totals for the year ended December 31, 2018)**

	<u>2019</u>	<u>2018</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 2,404,483	\$ (1,298,951)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	366,851	334,662
Contributions restricted for endowment	-	(16,717)
Realized (gain) loss on investments	(129,565)	(136,619)
Unrealized (gain) loss on investments	(2,805,664)	1,688,070
Change in beneficial interest in trusts	(157,510)	188,315
Change in interest rate swap	187,055	(176,817)
Inclusion of new entity in consolidated financial statements	20,085	-
Changes in operating assets and liabilities:		
Accounts receivable	(546,818)	170,636
Contributions receivable	(19,161)	(20,000)
Prepaid expenses	46,765	48,802
Accounts payable	(78,303)	122,018
Accrued payroll and related liabilities	81,334	(101,766)
Other liabilities	<u>(671)</u>	<u>(1,763)</u>
Net Cash Provided (Used) By Operating Activities	(631,119)	799,870
Cash Flows From Investing Activities:		
Purchases of investments	(511,347)	(693,481)
Proceeds from sale of investments	699,950	631,845
Purchase of fixed assets	<u>(318,582)</u>	<u>(426,805)</u>
Net Cash Used By Investing Activities	(129,979)	(488,441)
Cash Flows From Financing Activities:		
Contributions restricted for endowment	-	16,717
Payment of long-term debt	<u>(140,000)</u>	<u>(140,000)</u>
Net Cash Used By Financing Activities	(140,000)	(123,283)
Net Change in Cash and Cash Equivalents	(901,098)	188,146
Cash and Cash Equivalents, Beginning	<u>1,078,577</u>	<u>890,431</u>
Cash and Cash Equivalents, Ending	<u>\$ 177,479</u>	<u>\$ 1,078,577</u>
SUPPLEMENTAL INFORMATION:		
Interest paid	<u>\$ 319,406</u>	<u>\$ 317,772</u>

The accompanying notes are an integral part of these financial statements.

WAYPOINT

Notes to Consolidated Financial Statements

For the Year Ended December 31, 2019

1. Organization

Waypoint (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 20,000 individuals, statewide, through an array of social services.

These services span the life cycle from prenatal to seniors, and can be grouped into the following categories:

Early Childhood – Family Support & Education Services

Over 4,500 parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Over 500 young children starting life at a disadvantage received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

Early Support and Services – Early Support and Services provides family-centered support and therapies to infants and toddlers who have developmental disabilities, delays or are at risk of developmental delays. Services work to optimize babies' cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, day care, playground, etc.).

Home Visiting Services – A number of different prevention programs are offered in the home during those critical early years of a child's life. A spectrum of services includes support to new mothers and those struggling to parent; services for children with chronic health conditions; prenatal services for babies being born at a disadvantage into low-income families; and programs to encourage positive early parent/child relationships and promote optimal early childhood development. Services are provided by nurses, social workers, developmental specialists, occupational therapists, health educators, and home visitors.

Adoption – A licensed child-placing agency, the Organization has been forming families through adoption since 1914. The Organization's adoption professionals provide home studies and adoption services for families looking to adopt and provide counselling and support to birthparents who are considering the adoption option.

Children, Youth, and Family - Intervention and Treatment Programs

The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents and young adults. Programs are delivered in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

Foster care – The Organization works with the State of New Hampshire in placing children who have been rescued from dangerous home environments, into safe, stable, loving homes. The Organization recruits and supports foster families and works to facilitate permanency for each child.

Home Based Services – The Organization has a number of programs provided in the family home that are designed to help families who are struggling through daily life - where children are at risk. Services work to thwart domestic violence, rebuild families, and to improve family functioning. The Organization empowers families with the skills and resources they need to provide for their children and become self-sufficient.

Runaway and Homeless Youth Services

The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

Senior Care and Independent Living

The Organization helps seniors and individuals with chronic illness or disability to live at home safely and with dignity, and to maintain quality of life. Under the title of Home Care, services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

Other Programs

Camp Spaulding – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily

operations and summer programming. This collaboration will combine a 96-year camp history, an exceptional facility, strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

The New Hampshire Children's Lobby – Established in 1971, the New Hampshire Children's Lobby is the advocacy wing of Child and Family Services. The program's mission is to improve the lives of children and families through legislative, judicial, and public policy initiatives. This combination of advocacy and direct service practice uniquely positions the Organization to serve the best interest of New Hampshire children.

The Children's Place and Parent Education Center – The Children's Place and Parent Education Center (TCP) in Concord, NH is a 501(c)(3) organization incorporated in 1978 to provide both educational and social programs and services to strengthen and enrich the lives of families with children, two months through six years old.

2. Significant Accounting Policies

Change in Accounting Principle

ASU 2014-09 Revenue from Contracts with Customers and 2018-08 Contributions Received and Contributions Made

The Organization has adopted Accounting Standards Update (ASU) No. 2014-09 - *Revenue from Contracts with Customers (Topic 606)*, as amended, and ASU No. 2018-08 *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 605)*, as management believes these standards improve the usefulness and understandability of the Organization's financial reporting.

ASU 2014-09 and 2018-08 have been implemented in 2019, and the presentation in these consolidated financial statements has been adjusted accordingly. Analysis of various provisions of these standards resulted in no significant changes in the way the Organization recognizes revenue, and therefore no changes to the previously issued audited consolidated financial statements (presented in these consolidated financial statements as comparative financial information) were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the new standards.

ASU 2016-01 Equity Investments

In 2019, the Organization adopted Financial Accounting Standards Board Accounting Standards Update (ASU) 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, which relates to the accounting for equity investments, financial liabilities under the fair value option, and the presentation and disclosure requirements for financial instruments.

Principles of Consolidation

The consolidated financial statements include Waypoint, Child and Family Realty Corporation, and The Children's Place and Parent Education Center, commonly controlled organizations. All inter-organization transactions have been eliminated.

Comparative Financial Information

The accompanying consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2018, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes, including endowments that are perpetual in nature, are excluded from this definition.

Accounts Receivable

Accounts receivable consists primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

Contributions Receivable

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Consolidated Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions receivable are written off when deemed uncollectable. Management has determined that contributions receivable are fully collectable, therefore no allowance has been recorded.

Investments

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Consolidated Statement of Financial Position. Net investment return/(loss) is reported in the Consolidated Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses.

The Organization maintains pooled investment accounts for its restricted endowment. Realized and unrealized gains and losses are allocated to the individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

Beneficial Interest Held in Trusts

The Organization is the beneficiary of perpetual charitable trusts. The beneficial interest in trusts is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from trust assets are restricted as to use and are reported as increases in net assets with donor restrictions until expended in accordance with restrictions. The value of the beneficial interest in the trusts is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in net assets with donor restrictions. The assets in the trusts will never be distributed to the Organization.

Property and Equipment

Property and equipment additions over \$1,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 5 to 50 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Consolidated Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed. Assets not in service are not depreciated.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in 2019 or 2018.

Interest-Rate Swap

An interest-rate swap is utilized to mitigate interest-rate risk on bonds payable. The related liability is reported at fair value in the Consolidated Statement of Financial Position, and unrealized gains or losses are included in the Consolidated Statement of Activities.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The Board has designated, from net assets without donor restrictions, net assets for a board-designated endowment.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

The Organization recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give - that is, those with a measurable performance or other barrier and a right of return - are not recognized until the conditions on which they depend have been met. The Organization records special events revenue equal to the fair value of direct benefits to donors, and contribution income for the excess received when the event takes place.

A portion of the Organization's revenue is derived from cost-reimbursable contracts and grants, which are conditioned upon certain performance requirements and/ or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position.

Revenues derived from providing program services, including facility rentals, are recognized as the services are provided. Revenue related to facility rentals is recognized when the performance obligation of providing the space is satisfied. Program services fees paid in advance are deferred to the period to which they relate. All other amounts paid in advance are deferred to the period in which the underlying event or rental takes place. Due to the nature and timing of the performance and/or transfer of services, certain contract liabilities at December 31 of each year are recognized in the following year.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the consolidated financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received.

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Consolidated Statement of Activities. The Consolidated Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Measure of Operations

The Consolidated Statement of Activities reports all changes in net assets, including changes in net assets from operating and non-operating activities. Operating activities consist of those items attributable to the Organization's ongoing programs and services and include the Organization's annual endowment transfer to support operations. Non-operating activities are limited to resources outside of those programs and services and are comprised of non-recurring gains and losses on sales and dispositions, investment income, changes in the value of beneficial interests and interest rate swaps.

Income Taxes

Waypoint and the Children's Place and Parent Education Center have been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as organizations described in IRC Section

501(c)(3), qualify for charitable contribution deductions, and have been determined not to be private foundations. Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

Each entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, each is subject to income tax on net income that is derived from business activities that are unrelated to their exempt purpose. In 2019 and 2018, Waypoint was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of consolidated financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates, and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates. Investments are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Investment Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the consolidated financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs

that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for certain assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's consolidated financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of endowment investments (Note 6) – Level 1.
- Recurring measurement of beneficial interests in trusts (Note 7) – Level 3.

- Recurring measurement of line of credit (Note 9) – Level 2.
- Recurring measurement of bonds payable and interest rate swap (Note 10) – Level 2.
- Recurring measurement of deferred loans (Note 11) – Level 2.

The carrying amounts of cash and cash equivalents, accounts and contributions receivable, prepaid expenses, accounts payable, accrued payroll and related liabilities, and other liabilities approximate fair value due to their short-term nature.

New Accounting Standards to be Adopted in the Future

Leases

In February 2016, the Financial Accounting Standards Board issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the Statement of Financial Position at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statement of Activities. This ASU will be effective for the Organization for the year ending December 31, 2021. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Consolidated Statement of Financial Position, are comprised of the following at December 31, 2019:

Financial assets at year end:	
Cash and cash equivalents	\$ 177,479
Accounts receivable, net	1,260,930
Contributions receivable	79,161
Investments	18,887,020
Beneficial interest held in trusts	<u>1,837,101</u>
Total financial assets	22,241,691
Less amounts not available to be used within one year:	
Net assets with donor restrictions	4,829,280
Less:	
Net assets with purpose restrictions to be met in less than a year	(538,689)
Donor-restricted endowment subject to spending policy rate (4.00%) and appropriation	<u>(98,140)</u>
	4,192,451
Board-designated endowment	15,894,841
Less: Board-designated endowment annual spending policy rate (4.00%)	<u>(563,860)</u>
	15,330,981
Less total amounts not available to be used within one year	<u>19,523,432</u>
Financial assets available to meet general expenditures over the next year	\$ <u>2,718,259</u>

Endowment funds consist of donor-restricted endowments and funds designated by the Board to function as endowments. Income from donor-restricted endowments is restricted for specific purposes. The portion of endowment funds that are perpetual in nature are not available for general expenditure.

Board-designated endowment is subject to an annual spending rate as determined by the Board. Although there is no intention to spend from board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation), these amounts could be made available if necessary.

As part of its liquidity management plan, the Organization also has a \$1,500,000 revolving line of credit available to meet cash flow needs.

4. Accounts Receivable

Accounts receivable consist of the following at December 31, 2019 and 2018:

	<u>2019</u>			<u>2018</u>		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants receivable	\$ 678,502	\$ -	\$ 678,502	\$ 379,362	\$ -	\$ 379,362
Fees for service	<u>584,728</u>	<u>(2,300)</u>	<u>582,428</u>	<u>338,650</u>	<u>(3,900)</u>	<u>334,750</u>
Total	<u>\$ 1,263,230</u>	<u>\$ (2,300)</u>	<u>\$ 1,260,930</u>	<u>\$ 718,012</u>	<u>\$ (3,900)</u>	<u>\$ 714,112</u>

5. Prepaid Expenses

Prepaid expenses at year end relate primarily to prepaid insurance and contracts.

6. Investments

Investments at fair value consist of mutual funds totaling \$18,887,020 and \$16,140,394 at December 31, 2019 and 2018, respectively. During 2019, the Organization recognized \$2,935,229 of net gains and losses on investments. Of that amount, \$2,935,229 was recognized on investments of equity securities held at December 31, 2019.

Under the terms of the Organization's line of credit agreement (Note 9), the Organization has agreed not to pledge these investments as security on any other debt.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2019 was 4.25% of the average fair market value of all investments over the previous twelve quarters.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of the December 31, 2019. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

The Organization uses the following ways to determine the fair value of its investments:

Mutual funds: Determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

7. Beneficial Interest Held in Trusts

The Organization is the sole beneficiary of three funds that are administered by the New Hampshire Charitable Foundation (NHCF). Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors.

At December 31, 2019 and 2018, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$858,994 and \$800,624, respectively.

In addition, the Organization has a split-interest in three charitable remainder trusts. The assets are held in trust by banks as permanent trustees of the trusts. The fair value of these beneficial interests is determined by applying the Organization's percentage interest to the fair value of the trust assets as reported by the trustee.

<u>Trust</u>	<u>Percentage</u>		<u>2019</u>	<u>2018</u>
	<u>Interest</u>			
Greenleaf	100%	\$	384,004	\$ 350,806
Spaulding	100%		332,956	297,837
Cogswell	50%		<u>261,147</u>	<u>230,324</u>
Total		\$	<u>978,107</u>	<u>\$ 878,967</u>

Beneficial interest held in trusts is reported at fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions.

8. Property, Equipment, and Depreciation

Property and equipment is comprised of the following at December 31, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Land and land improvements	\$ 1,114,949	\$ 1,114,949
Buildings and improvements	8,862,063	8,335,089
Furniture, fixtures, and equipment	843,251	796,686
Vehicles	107,581	107,581
Software	377,333	285,372
Construction in progress	<u>5,415</u>	<u>38,870</u>
Subtotal	11,310,592	10,678,547
Less accumulated depreciation	<u>(4,850,210)</u>	<u>(4,320,042)</u>
Total	<u>\$ 6,460,382</u>	<u>\$ 6,358,505</u>

9. Line of Credit

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2019 and was extended through June 30, 2020. The line is secured by a first lien on accounts receivable, double negative pledge on all investments of the borrower, and carries a variable rate of interest at the Wall Street Journal prime rate (4.75% at December 31, 2019), adjusted daily. At December 31, 2019, the balance on this line of credit was \$529.

10. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to Issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As

a result, the cost of the interest rate swap for 2019 and 2018 is added to interest expense in the Consolidated Statement of Functional Expenses. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2019 and 2018, the Organization recorded the swap liability position of \$1,072,580 and \$885,525, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2019, the Organization was in compliance with these covenants.

The following is a summary of future payments on the previously mentioned bonds payable:

<u>Year</u>	<u>Amount</u>
2020	\$ 150,000
2021	160,000
2022	165,000
2023	175,000
2024	180,000
Thereafter	<u>3,235,000</u>
Total	<u>\$ 4,065,000</u>

11. Deferred Loans - NHHFA

Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire.

12. Endowment Funds

The Organization's endowment consists of various individual funds established for a variety of purposes. Endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Board-designated Endowment

As of December 31, 2019, the Board of Trustees had designated \$15,894,841 of net assets without donor restrictions as a general endowment fund to support the mission of the Organization.

Donor-designated Endowments

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date for donor-restricted perpetual endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as perpetually restricted net assets (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts to the endowment, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. The remaining portion of the donor-restricted endowment fund that is not classified as perpetually restricted is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

Funds with Deficiencies

The Organization considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Organization complies with UPMIFA and has interpreted UPMIFA to permit spending from underwater funds in accordance with prudent measures required under the law. The Organization had no underwater endowment funds at December 31, 2019.

Investment Policy

The Organization has adopted an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve and enhance the principal of the fund and, at the same time, provide a dependable source of support for current operations and programs. The withdrawal from the fund in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Experience has shown financial markets and inflation rates are cyclical and, therefore, control of volatility will be achieved through investment styles. Asset allocation parameters have been developed for various funds within the

structure, based on investment objectives, liquidity needs, and time horizon for intended use.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs. Total return is defined as dividend or interest income plus realized and unrealized capital appreciation or depreciation at fair market value.

Spending Policy

The Organization's spending policy rate in 2019 was 4.25% of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of endowment net assets as of December 31, 2019 and changes in endowment net assets for the year ended December 31, 2019 are as follows:

	Without Donor Restrictions	With Donor Restrictions			Total	Total Net Endowment Assets
		Purpose Restricted	Cumulative Appreciation	Perpetually Restricted		
Endowment net assets, beginning of year	\$ 14,007,444	\$ -	\$ 453,544	\$ 1,679,406	\$ 2,132,950	\$ 16,140,394
Contributions	66,325	-	-	-	-	66,325
Appropriations from endowment	(625,249)	-	(74,751)	-	(74,751)	(700,000)
Temporary appropriation for purpose-restricted net assets	(538,689)	538,689	-	-	538,689	-
Investment income, net	<u>2,985,010</u>	-	<u>395,291</u>	-	<u>3,95,291</u>	<u>3,380,301</u>
Endowment net assets, end of year	\$ <u>15,894,841</u>	\$ <u>538,689</u>	\$ <u>774,084</u>	\$ <u>1,679,406</u>	\$ <u>2,992,179</u>	\$ <u>18,887,020</u>

13. Net Assets

Net assets without donor restriction are comprised of the following at December 31, 2019 and 2018:

	2019	2018
Undesignated net assets	\$ 884,271	\$ 366,244
Board designated endowment	<u>15,894,841</u>	<u>14,007,444</u>
Total	\$ <u>16,779,112</u>	\$ <u>14,373,688</u>

Net assets with donor restrictions are comprised of the following at December 31, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Subject to expenditure for specified purpose:		
Camp	\$ 71,265	\$ 113,699
Child abuse prevention	98,265	153,836
Family counseling	9,398	14,160
Family resource center	34,569	-
Homecare	111,587	92,430
Human trafficking	10,000	30,000
IT and other projects	108,522	208,891
Teen and youth	95,083	234,433
	<u>538,689</u>	<u>847,449</u>
Endowment:		
Accumulated earnings restricted by donors for:		
General operations	176,893	131,716
Camp operations	198,902	92,896
Other purposes	398,289	228,932
	<u>774,084</u>	<u>453,544</u>
Original gift restricted by donors for:		
General operations	133,407	133,407
Camp operations	548,988	548,988
Other purposes	997,011	997,011
	<u>1,679,406</u>	<u>1,679,406</u>
Total restricted endowment	2,453,490	2,132,950
Not subject to spending policy or appropriation:		
Beneficial interest in trusts	<u>1,837,101</u>	<u>1,679,591</u>
Total	<u>\$ 4,829,280</u>	<u>\$ 4,659,990</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the year ended December 31, 2019:

Satisfaction of purpose restrictions:	
Camp	\$ 119,417
Child abuse prevention	150,071
Family counseling	41,834
Family resource center	2,211
Homecare	295,499
Human trafficking	50,000
IT and other projects	312,866
Teen and youth	<u>222,349</u>
	1,194,247
Restricted-purpose spending-rate distributions and appropriations:	
General operations	11,268
Camp operations	27,789
Other purposes	<u>35,694</u>
	<u>74,751</u>
Total	\$ <u>1,268,998</u>

14. Assistance to Individuals

The \$716,800 in "Assistance to individuals" (see Consolidated Statement of Functional Expenses) is comprised of the following (rounded to the nearest thousand):

Payment to parents of foster children	\$ 302
Housing assistance to youth at risk of homelessness	144
Gift cards provided to families during holiday season	59
Food for at risk youth	25
Other assistance such as medical, childcare, transportation, and family activities	<u>186</u>
Total	\$ <u>716</u>

15. Functionalized Expenses

The consolidated financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses

require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include clerical, IT, and administration, which are allocated to program and supporting services based primarily on a percentage of personnel costs related to programs and supporting services.

16. Defined Contribution Plan

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2019 and 2018, respectively.

17. Operating Leases

The Organization leases office space under the terms of non-cancellable lease agreements that expired at various times during 2019. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$182,763 and \$182,368 for the years ended December 31, 2019 and 2018, respectively.

18. Related Party Transactions

The Organization procures a portion of their legal services from a local law firm that employs an attorney who also serves on the Organization's Board of Directors. The attorney board member does not personally perform the legal services. For the year ended December 31, 2019, the total legal expense from related parties was \$15,680.

19. Prior Period Restatement

Beginning net assets for 2019 have been increased by \$170,231 to include the assets, liabilities, and net assets of The Children's Place and Parent Education Center, which is now included in these consolidated financial statements. On November 1, 2019 Waypoint's Board of Directors took over responsibility for this organization. The comparative totals that are presented with these consolidated financial statements have not been restated.

20. Concentration of Risk

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is

dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

21. Subsequent Events

Subsequent events have been evaluated through May 26, 2020, the date the consolidated financial statements were available to be issued.

The COVID-19 outbreak in the United States (and across the globe) has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on our individuals served, employees, and vendors, all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain. In response to the impact that COVID-19 has had on our Organization, a Paycheck Protection Program (PPP) Loan was applied for, and \$1,741,500 received on April 24, 2020.

WAYPOINT

Consolidated Schedule of Operating Expenses For the Year Ended December 31, 2019

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2019 Total
Salaries and wages	\$ 392,683	\$ 811,578	\$ 1,797,236	\$ 1,565,113	\$ 359,348	\$ 1,758,488	\$ 88,632	\$ 121,616	\$ 7,144	\$ 6,901,838	\$ 814,197	\$ 340,669	\$ 8,056,704
Employee benefits	36,382	123,479	255,330	224,471	31,739	198,672	11,097	3,730	1,221	885,121	84,083	24,372	994,576
Payroll related costs	55,625	95,580	231,536	195,954	42,973	220,779	9,016	9,631	629	861,733	72,205	27,088	961,026
Mileage reimbursement	4,517	37,961	230,948	66,254	21,254	63,078	1,726	203	53	425,994	931	199	427,124
Contracted services	10,066	53,064	86,374	138,533	25,490	26,769	6,713	5,386	174,591	527,006	74,153	54,573	655,732
Accounting	-	-	-	-	-	-	-	-	-	-	31,699	-	31,699
Assistance to individuals	57	231,226	355,852	115,078	8	-	7,614	-	6,965	716,800	-	-	716,800
Communications	4,283	37,260	37,355	35,008	5,136	16,498	1,949	1,313	453	139,255	8,358	4,741	152,354
Conferences, conventions, meetings	1,480	5,540	4,918	8,887	868	9,187	350	16,987	272	48,489	5,949	3,600	58,038
Depreciation	8,408	130,051	49,246	44,442	8,408	8,408	4,804	2,402	70,762	326,931	39,920	-	366,851
In-kind contributions	-	45,647	42,367	-	-	-	-	-	-	88,014	-	-	88,014
Insurance	4,078	11,053	21,357	17,108	3,377	7,044	703	760	210	65,690	9,585	2,597	77,872
Interest	13,973	39,926	81,848	73,863	13,974	13,974	7,985	3,993	1,996	251,532	67,874	-	319,406
Legal	(7,826)	-	-	-	-	7,826	-	-	-	-	20,671	-	20,671
Membership dues	5,699	1,530	2,425	8,235	385	3,466	170	767	112	22,789	1,916	3,152	27,857
Miscellaneous	(28,712)	3,212	3,536	8,736	2,618	33,253	6,686	234	658	30,221	14,869	1,959	47,049
Occupancy	58,958	191,947	163,147	101,733	11,823	6,880	3,105	3,915	1,628	543,136	29,481	13,070	585,687
Printing and publications	1,565	4,042	3,924	10,568	1,356	5,734	1,020	951	158	29,318	2,803	29,732	61,853
Rental and equipment maintenance	(692)	14,221	28,684	26,300	4,936	11,373	2,754	1,414	756	89,746	24,229	6,542	120,517
Supplies	10,530	32,348	19,132	13,321	1,185	3,297	502	574	75	80,964	3,366	5,099	89,429
Travel	3,779	22,015	8,192	14,803	851	-	112	438	424	50,614	2,149	9	52,772
Total	\$ 574,853	\$ 1,891,710	\$ 3,423,407	\$ 2,668,407	\$ 535,729	\$ 2,394,726	\$ 154,938	\$ 174,314	\$ 268,107	\$ 12,086,191	\$ 1,308,438	\$ 517,402	\$ 13,912,031

See Independent Auditors' Report.

WAYPOINT

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2018

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2018 Total
Salaries and wages	\$ 466,270	\$ 940,297	\$ 1,571,090	\$ 1,435,811	\$ 344,092	\$ 1,649,913	\$ 81,328	\$ 118,831	\$ 6,728	\$ 6,614,360	\$ 849,923	\$ 316,127	\$ 7,780,410
Employee benefits	39,799	135,622	190,979	181,757	33,660	144,054	12,964	2,883	897	742,615	66,141	19,071	827,827
Payroll related costs	56,967	100,911	173,279	161,282	37,294	196,825	7,437	9,278	521	743,794	65,549	25,122	834,465
Mileage reimbursement	5,860	41,849	249,506	66,137	18,647	59,274	1,294	69	156	442,792	1,878	413	445,083
Contracted services	28,809	43,507	95,385	165,055	20,355	23,245	9,429	2,312	171,937	560,035	96,132	6,553	662,720
Accounting	-	-	-	-	-	-	-	-	-	-	28,700	-	28,700
Assistance to individuals	5,064	190,794	368,345	133,826	-	3,014	10,071	-	7,494	718,608	-	-	718,608
Communications	8,493	38,575	41,973	33,808	4,940	16,451	1,998	1,522	584	148,344	10,147	8,249	166,740
Conferences, conventions, meetings	3,014	3,681	2,415	19,919	1,544	1,649	3	1,957	1	34,183	19,533	2,302	56,018
Depreciation	7,672	118,639	44,925	40,542	7,670	7,670	4,383	2,191	64,553	298,245	36,417	-	334,662
In-kind contributions	1,510	61,077	27,626	-	-	-	-	-	-	90,213	3,420	1,000	94,633
Insurance	5,681	11,048	17,880	15,802	3,228	6,877	711	775	168	62,170	9,468	2,466	74,104
Interest	13,902	39,721	81,429	73,485	13,903	13,903	7,944	3,972	1,986	250,245	67,527	-	317,772
Legal	-	-	-	-	-	-	-	-	-	-	3,949	-	3,949
Membership dues	1,531	1,254	1,224	7,241	8	6,366	3	502	3	18,132	7,947	3,913	29,992
Miscellaneous	1,647	4,518	6,725	3,475	1,052	5,881	648	174	232	24,352	13,167	2,674	40,193
Occupancy	45,179	148,763	140,092	111,318	10,107	27,452	3,222	3,597	5,889	495,619	41,188	11,700	548,507
Printing and publications	2,881	9,092	14,541	12,070	3,003	12,054	435	1,220	672	55,968	12,656	22,916	91,540
Rental and equipment maintenance	5,310	15,574	30,366	27,270	5,186	6,293	2,860	1,485	823	95,167	25,586	2,029	122,782
Supplies	10,874	26,700	21,931	17,739	3,589	12,408	654	719	71	94,685	17,700	2,655	115,040
Travel	958	36,453	4,662	14,225	989	3,233	134	147	464	61,265	3,144	356	64,765
Total	\$ 711,421	\$ 1,968,075	\$ 3,084,373	\$ 2,520,762	\$ 509,267	\$ 2,196,563	\$ 145,518	\$ 151,634	\$ 263,179	\$ 11,550,792	\$ 1,380,172	\$ 427,546	\$ 13,358,510

See Independent Auditors' Report.



WAYPOINT

Help Along the Way

Formerly
CHILD AND FAMILY SERVICES

BOARD OF TRUSTEES

SEPTEMBER 2019

Borja Alvarez de Toledo

President and CEO

Lauren Adams

Melissa Biron

Elaine Brody

Nina Chang

Bill Conrad

Maria Devlin

Tiffany Diamond

Jane Gile

Wendy Gladstone

Brad Kuster

Marilyn Mahoney

Holly Mintz

Lyndsee Paskalis

Shayleen Roberts

Mark Rouvalis

Ken Sheldon

Jeffrey Seifert

Stephanie Singleton

Jennifer Stebbins



HEADQUARTERS

Toll free (800) 640-6486

Office (603) 518-4000

Fax (603) 668-6260

169 Chestnut Street

PO Box 448

Manchester, NH 03105

waypointnh.org

Borja Alvarez de Toledo, M.Ed.

464 Chestnut St, Manchester, NH. 03105/[REDACTED]
alvarezdetoledob@waypointnh.org

Professional Profile

- A seasoned leader with more than 18 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

Professional Experience

Waypoint, formerly Child and Family Services of New Hampshire
Manchester, NH

December 2013- Present

~ President and CEO

- Responsible for program planning and development, insuring that Waypoint meets the community needs.
- Advance the public profile of Waypoint by developing innovative approaches and building productive relationships with government, regional and national constituencies.
- Acts as advisor to the Board of Directors and maintains relationships with the regional Boards
- Responsible for all aspects of financial planning, sustainability and oversight of Waypoint's assets
- Work with Development staff and Board of Directors to design and implement all fundraising activities, including cultivation and solicitation of key individuals, foundations and corporations

Riverside Community Care
Dedham, MA

2009- 2013

~ Division Director, Child and Family Services

- Responsible for strategic vision, planning and implementation of the programmatic, operational and financial sustainability of a \$17M division with more than 300 employees.
- In partnership with The Guidance Center, Inc.'s board of directors, played leadership role in successfully merging with Riverside Community Care, through a process that involved strategic planning, analysis and selection of a viable partner.
- Provide supervision to managers using a strength based approach and a collaborative coaching model to leadership development.

The Guidance Center, Inc.
Cambridge, MA

1998 - 2009

~ Chief Operating Officer

2007 - 2009

- Hired Initially as Director of an intensive home-based family program and through successive promotions became responsible for all operations in the organization.
- Responsible for supervision of Division Directors, strategic planning and development of new initiatives.
- Developed strategic relationships with state and local funders, and partnered with community agencies to support the healthy growth of children and families.

Private Practice in Psychotherapy and Clinical Consultation
Madrid, Spain

1992 - 1998

Universidad Pontificia de Comillas
Madrid, Spain

1991 - 1998

~Adjunct Faculty

- Taught graduate level courses in Family and Couples Therapy program
- Practicum program supervisor: Supervised first year Master's Degree students through live supervision in the treatment of multi-problem families.

Centro Médico-Psicopedagógico
Madrid, Spain

1994 - 1997

~Clinical Coordinator/Director of Training.

- Member of a multi-disciplinary team that provided assessment and treatment to families victims of terrorism and had developed Post Traumatic Stress Disorder.

ITAD (Institute for Alcohol and Drug Treatment),
Madrid, Spain

1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

- Provided evaluation and treatment for chemically dependent adults and their families.

~ Senior Family Therapist, Couples and Family Therapy Program

- Worked as a family therapist in the evaluation and treatment of adolescents and families.

Charles River Health Management
Boston, MA

1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

Graduate Certificate of Business

University of Massachusetts, Lowell, 2000.

Master's Degree in Education

Counseling Psychology Program. Boston University, 1989.

B.A. in Clinical Psychology

Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

- 2009 Ayers, S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.), *Social Worker's Desk Reference* (2nd ed.), New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field.* Presented at the 19th Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.
- 2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care.* Symposium presented at the 14th Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.
- 2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention.* In Lightburn, A., P. Sessions. *Handbook of Community Based Clinical Practice.* Oxford University Press, 2006, England.
- 2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program.* In Newman, C., C. Liberton, K. Kutash and R. Friedman, (Eds.) *A System of Care for Children's Mental Health: Expanding the Research Base* (2002), pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.
- 1994-98 Research papers and professional presentations in peer reviewed journals in Spain

Languages

Fluent in Spanish, French and Italian.

COLLEEN M. IVES

CHIEF OPERATING OFFICER

Proactive executive with a formidable record of driving systemic change and business expansion. Nimble administrator with strategic planning, business process improvement, cost controls and performance management experience. Collaborative leader with inspirational and decisive management style who achieves exceptional, rather than expected, results. Catalyst for open communications towards a climate of learning to benefit company and individuals.

PROFESSIONAL EXPERIENCE

WAYPOINT, Manchester, NH • 2018-Present

Statewide private nonprofit that works to advance the well-being of children and families through an array of community-based services.

Chief Operating Officer

- Oversees all aspects of program delivery including; fiscal and personnel management, quality assurance and program development

ROCKPORT MORTGAGE CORPORATION, Gloucester, MA • 2008-2017

Leading national lender of US Housing & Urban Development insured commercial loans in healthcare, multifamily and affordable housing sectors.

Vice President, Operations & Quality Control

- Report to principals with overall responsibility for achieving strategic objectives through oversight of the day-to-day operations of five multi-disciplinary underwriting teams by providing support at the transactional level as well as in the development of procedures and operating practices to match RMC's continued growth.
- Ensure RMC'S compliance with their federally mandated Quality Control Plan through employee development initiatives, monitoring of RMC'S operational practices while integrating new HUD directives into RMC'S existing best practices.

IVES DEVELOPMENT ASSOCIATES, Manchester, NH • 2005-2016

Consultancy providing strategic planning and leadership development to public, private and nonprofit companies throughout New England.

Principal

Design and facilitate customized corporate retreats, including strategic planning sessions, executive and Board of Directors' training and development, creation or re-affirmation of vision, mission and values and efforts to re-align leadership around key priorities and future direction of the organization. Integrate opportunities to shift organizational culture to more open and candid communications.

- Led an 18-month comprehensive change initiative that:
 - Resulted in the development of a transition plan for the assimilation of an Interim Executive Director including an operations plan that aimed to recalibrate the culture;
- Transformed climate of accountability for a \$55M client by implementing Balanced Scorecard strategic measurement system. Designed, coordinated and facilitated on-site internal and external analysis of 11 retail locations in 9 states, analyzing threats and weaknesses in business to build a platform for growth.

CAREER NOTE: Concurrent with consulting enterprise (2006 – 2010), designed and taught introductory and upper level psychology and sociology courses at Granite State College in Concord, Manchester and Portsmouth, New Hampshire.

GRANITE STATE INDEPENDENT LIVING, Concord, NH • 2001-2005

Statewide nonprofit offering long-term care, employment, transportation, advocacy, and other community-based services.

Acting Executive Director & Chief Operating Officer

Led internal operations, including service and program delivery, finance, human resources, fundraising and marketing. Transformed organization's culture by promoting a climate of excellence, systemic solutions and learning that benefited the organization and individual employees. Evaluated operational results and facilitated business processes and controls that promoted efficiency and internal information flow. Developed short- and long-range operating plans. Supported up to 14 management-level employees, staff of 90, and \$13M annual operating budget. Held complete performance management authority as well as autonomy to engage in private and state/federal contracts.

- Increased revenue by 78% with more effective grant administration, successful applications for new competitive grants, initiating a comprehensive development / fundraising plan, and increasing the fee-for-service lines of business.
- Increased consumers served from 400 to 3,000+ individuals within three-year period by restructuring existing programs, developing new programs and increasing program accountability with monthly management reports.
- Established foundation for 36-month capacity building plan to enhance infrastructure and overall operations by conducting full organizational audit and successfully presenting to Board of Directors.
- Expanded services and leveraged long-term grant opportunity through company acquisition. Successfully integrated organizational cultures and business practices, including human resource policies, management teams and compensation/benefits.
- Recommended, designed and implemented internal controls and operating procedures for all departments (Human Resources, Finance, Public Relations/ Development, Long-Term Care, Community Living and Employment Services).
- Increased efficiency, raised credibility of financial reporting and reduced headcount by implementing state of the art technology with expertise of retained IT consultant.

NEW HAMPSHIRE DEPARTMENT OF EDUCATION, VOCATIONAL REHABILITATION, SERVICES FOR BLIND AND VISUALLY IMPAIRED, Concord, NH • 1992-2000

Statewide organization providing Registry of Legal Blindness, Sight Services for Independent Living, Vocational Rehabilitation and a Business Enterprise program.

Statewide Director

Managed professional staff of 8 to deliver services that included 15 statewide rehabilitative support groups, career counseling and vending machine/food service enterprises in State and Federal buildings.

- Awarded \$1.2M 3-year federal grant to provide peer support services in 15 locations across the state
- Led Department to highest rank in standards and benchmarks among 7 other regional offices.
- Enhanced team atmosphere by integrating 4 distinct statewide programs into a cohesive unit.
- Cultivated relationships and formal partnerships with various stakeholders in the statewide network of social and human services and employment arenas.

EDUCATION

**Doctorate in Human and Organizational Systems
Master of Arts in Human Development
Fielding Graduate University, Santa Barbara, California**

**Master of Arts/CAGS in Rehabilitation Counseling
Bachelor of Arts in Psychology and Philosophy
Assumption College, Worcester, Massachusetts**

Gina Corey Ferrante, C.P.A.

[REDACTED]

[REDACTED]

Core Skills:

- System Integration
- Internal Controls
- Audit Preparation
- Policies and Procedures
- Budget Preparation and Analysis
- Streamlining accounting processes

Work Experience:

Community Teamwork, Inc. 2013-2019 Lowell, Massachusetts

Director of Finance and Accounting

Reporting to the CFO, manage staff in the accounting department and coordinating annual budget for \$90 million agency providing housing, WIC, Energy and Child Care Services to low-income individuals

- Prepare agency cost allocations
- Ensure compliance with agency's 150 federal, state and private contracts
- Prepare agency budgets and analyze financial results
- Analyze and improve accounting processes and fiscal controls throughout the agency
- Oversees the financial management of the organization and monitoring of organizational performance and fiscal controls
- Coordinate Annual Audit and review Accounting Pronouncements for applicability

Michael F. Reilly, PC 2006-2013 Haverhill, Massachusetts

Audit Manager

- Planned and managed the audit process for several non-public companies and not-for-profit organizations including the Northern Essex Community College Foundation, ARC of Northeast Haverhill and Simple Living, Inc.
- Worked with clients to help improve efficiencies and establish accounting controls
- Prepared tax returns for individuals and non-public and not-for-profit corporations

Digital Equipment Corporation 1987-1992 Acton, Massachusetts

Accounting Systems Analyst

- Designed and installed accounting systems for Digital and Digital customers
- Internal Auditor
- Audited departments internal to Digital in preparation for the outside auditors

Epsilon Data Management 1985-1987

Burlington, Massachusetts

Director of Accounting

- Managed the monthly/quarterly closing process
- Prepared financial statements (B/S, P&L, & Cash flows)
- Performed analytical analysis
- Managed, supported and prepared the quarterly and year-end audit schedules

Ryder Systems, Inc. 1984-1985

Miami, Florida

Manager of Accounting

- Managed the monthly/quarterly closing process
- Prepared financial statements (B/S, P&L, & Cash flows)
- Performed analytical analysis
- Prepared the quarterly and year-end audit schedules

Price Waterhouse 1981-1984

Miami, Florida

Senior Accountant

- Planned, and managed the audit process for several non-public companies including the Miami Dolphins, and area construction companies
- Prepared tax returns for individuals and small corporations during the busy season

Education:

Florida International University

Masters of Science in Taxation

University of Miami

BBA Accounting

Systems: Abila Fund Accounting, Office (Word, Excel, PowerPoint), Outlook, QuickBooks, Profx

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Borja Alvarez de Toledo	CEO	185,411	0%	
Colleen Ives	COO	114,400	0%	
Gina Ferrante	CFO	115,000	0%	

Subject: Comprehensive Family Support Services (RFP-2021-DEHS-02-COMPR-10)

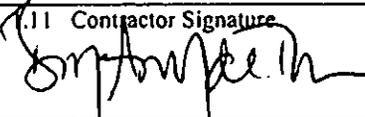
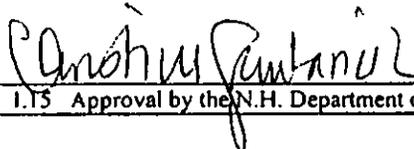
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Waypoint		1.4 Contractor Address 464 Chestnut Street Manchester, NH, 03301	
1.5 Contractor Phone Number (603) 518-4000	1.6 Account Number 05-095-042-421010-29680000-102-500734, 05-095-042-421010-29730000-102-500734, 05-095-042-421010-29660000-102-500734, 05-095-045-450010-61270000-102-500731, 05-095-045-450010-61460000-502-500891, 05-095-090-902010-51900000-102-500731, 05-095-042-421010-29580000-645-504004	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$1,267,004
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/19/20		1.12 Name and Title of Contractor Signatory Sergio ALVAREZ DE TOLEDO PRESIDENT/CEO	
1.13 State Agency Signature  Date: 6/23/20		1.14 Name and Title of State Agency Signatory Christine Santanillo Director, DEHS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			

Contractor Initials JS
 Date 6/19/20

By:	Director, On:
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>	
By: <i>/s/Christen Lavers</i>	On: 6/28/20
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>	
G&C Item number:	G&C Meeting Date:

Contractor Initials *CL*
Date *6/19/10*

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020. ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



Scope of Services

1. Statement of Work

1.1. General Services

- 1.1.1. The Contractor shall provide services in this agreement to pregnant and parenting women as well as other families with children up to twenty-one (21) years of age who:
 - 1.1.1.1. Are at risk for experiencing difficulty with:
 - 1.1.1.1.1. Pregnancy.
 - 1.1.1.1.2. Health and nutrition.
 - 1.1.1.1.3. Education and employment.
 - 1.1.1.1.4. Parenting challenges.
 - 1.1.1.1.5. Social isolation.
 - 1.1.1.1.6. Substance use disorders.
 - 1.1.1.1.7. Mental health events.
 - 1.1.1.2. At risk for child abuse and neglect.
 - 1.1.1.3. Perinatal families of substance exposed infants.
 - 1.1.1.4. Seek Comprehensive Family Support Services (CFSS) in a voluntary manner.
- 1.1.2. For the purposes of this agreement, all references to days shall mean business days.
- 1.1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.
- 1.1.4. The Contractor shall provide services at the Waypoint Family Resource Center, which is located at 464 Chestnut Street, Manchester, NH and other locations, as mutually agreed upon between the Contractor and the client, within the Department of Health and Human Services Manchester District Office Catchment Area. The Contractor shall ensure:
 - 1.1.4.1. Office hours are available to families and staff Monday through Friday, during business hours.
 - 1.1.4.2. The office remains in compliance with the Americans with Disabilities Act (ADA) accessibility requirements.
- 1.1.5. The Contractor shall maintain operation of a Qualified Family Resource Center (FRC-Q), or obtain the FRC-Q designation no later

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than the contract completion date.

- 1.1.6. The Contractor shall provide Comprehensive Family Support Services (CFSS) support to parents who may be experiencing social, emotional, physical and mental health events that interfere with their ability to parent their children. The Contractor shall provide CFSS in a flexible and integrated approach that provides support services to families in three stages:
 - 1.1.6.1. Prevention.
 - 1.1.6.2. Early intervention.
 - 1.1.6.3. Crisis.
- 1.1.7. The Contractor shall support the empowerment of families as advocates for themselves and their children by facilitating collaboration between communities and families to develop a comprehensive array of local, family-centered and culturally informed services.
- 1.1.8. The Contractor shall perform outreach to individuals and families through activities that may include, but are not limited to:
 - 1.1.8.1. Distribution of collateral materials including CFSS and agency brochures, newsletters, flyers, and calendars.
 - 1.1.8.2. Inclusion of parenting and family resource center information on the Waypoint website.
 - 1.1.8.3. Information sessions and presentations with community agencies and their representatives.
 - 1.1.8.4. Media coverage.
- 1.1.9. The Contractor shall facilitate identification and evaluation of programs and services available to families who may be experiencing conditions that may include, but are not limited to:
 - 1.1.9.1. A previous or current founded, or unfounded, child protective services report.
 - 1.1.9.2. Having a child who has a low birth weight and neuro developmental delays.
 - 1.1.9.3. A history of, or current, parental or caregiver substance abuse.
 - 1.1.9.4. A history of, or current, mental health concerns relative to the parent, caregiver, or child(ren).
 - 1.1.9.5. Having income at or below 300% of the Federal Poverty Level.

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- 1.1.9.6. Family history of domestic violence.
- 1.1.9.7. Child's insecure attachment in early years.
- 1.1.9.8. Pregnancy, birth of a child within the past twelve (12) months, birth of an additional child within the next six (6) months, birth or expected birth of a child with special healthcare needs.
- 1.1.9.9. Pregnant persons with prenatal substance use concerns and families with substance exposed infants.
- 1.1.9.10. Having more than one (1) child under the age of three (3) years.
- 1.1.9.11. Physical or social isolation or any other factors that contribute to unhealthy social and emotional outcomes.
- 1.1.9.12. Home conditions presenting a health and/or safety risk to family members.
- 1.1.9.13. Child or family with chronic health, behavioral or developmental issues with impacts parenting.
- 1.1.9.14. Ages and Stages Questionnaire (ASQ) and Ages and Stages Questionnaire Social Emotional (ASQ-SE) results that indicate developmental delays.
- 1.1.9.15. Families impacted by traumatic events.
- 1.1.9.16. Receiving Temporary Assistance to Needy Families (TANF) cash assistance or any of the Medicaid options.
- 1.1.9.17. Substance Use Disorder services.
- 1.1.10. The Contractor shall ensure services are multigenerational; trauma-informed; culturally-responsive; strengths-based; and focused on empowering families. The Contractor shall ensure:
 - 1.1.10.1. Service activities include, but are not limited to providing:
 - 1.1.10.1.1. Evidence-based practices, where available.
 - 1.1.10.1.2. Education and direct services that support parent and child wellbeing.
 - 1.1.10.1.3. Case management.
 - 1.1.10.1.4. Access to a broad range of resources and referrals to respond to each family's needs, as appropriate.
 - 1.1.10.2. Services are delivered in an environment appropriate to the needs and convenience of the clients, which may include

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but are not limited to:

- 1.1.10.2.1. Home-visiting services.
- 1.1.10.2.2. Community-based visits.
- 1.1.10.2.3. Parenting groups.
- 1.1.10.2.4. Workshops.
- 1.1.10.2.5. Playgroups.

- 1.1.11. The Contractor shall collaborate with the Department and its Facilitating Organization to ensure a statewide system of CFSS.
- 1.1.12. The Contractor shall attend quarterly meetings for the CFSS as scheduled by the Department.
- 1.1.13. The Contractor shall engage with the Department and peers, through regular meetings focused on client outcomes, to utilize data to understand performance and improve practices, as requested by the Department.
- 1.1.14. The Contractor shall evaluate the performance of the program and services provided through the distribution of client and family satisfaction surveys upon completion of services and during two (2) client survey months annually.
- 1.1.15. The Contractor shall ensure CFSS staff participate in the Manchester System of Care program in order to improve mental health outcomes for infants, toddlers, provide support to families of children from birth through age 8 with serious emotional disturbances, and inform the delivery of services.

1.2. Assessment and Referrals

- 1.2.1. The Contractor shall provide referrals to appropriate community-based services and other resources that support families in their home communities, which may include, but are not limited to:
 - 1.2.1.1. Child Care Aware of New Hampshire.
 - 1.2.1.2. Department of Health and Human Services District offices for assistance with program eligibility determination.
 - 1.2.1.3. Special Medicaid Services, including, Family Centered Early Supports and Services (FCESS).
 - 1.2.1.4. Family Violence Prevention Agencies.
 - 1.2.1.5. Primary Care Provider enrollment assistance.
 - 1.2.1.6. Health insurance provider enrollment assistance, including Medicaid, to increase access to healthcare.

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- 1.2.1.7. Mental health services.
- 1.2.1.8. Oral health services.
- 1.2.1.9. Smoking cessation programs, including referrals to QuitWorks-NH, as appropriate.
- 1.2.1.10. Women, Infants and Children (WIC) Nutrition programs for access to breastfeeding supports, nutritional education, and healthy foods.
- 1.2.1.11. Independent living programs.
- 1.2.1.12. Adult education.
- 1.2.1.13. Employment services.
- 1.2.2. The Contractor shall ensure that each family is provided with an Individual Service Plan (ISP) that addresses and targets barriers to receiving education and support services, which may include but are not limited to:
 - 1.2.2.1. Parent education and support.
 - 1.2.2.2. Family mentoring and advocacy.
 - 1.2.2.3. Medical and health education.
 - 1.2.2.4. Early childhood education.
 - 1.2.2.5. Literacy education and support.
 - 1.2.2.6. Life skills training.
- 1.2.3. The Contractor shall ensure services provided be designed to prevent child maltreatment, neglect, and Juvenile Justice Involvement.
- 1.2.4. The Contractor shall provide services that are trauma informed and include, but are not limited to:
 - 1.2.4.1. Parenting education and family support through a variety of evidence-based curriculums.
 - 1.2.4.2. Age appropriate education using Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents – Fourth edition.
- 1.2.5. The Contractor shall accept referrals from hospitals and medical centers when clients have a Plan of Safe Care and:
 - 1.2.5.1. Provide early intervention in at risk pregnant and parenting families.
 - 1.2.5.2. Prioritize pregnant parents with substance use disorder for support and assignment.

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- 1.2.6. The Contractor shall assist pregnant and postpartum women with developing a Plan of Safe Care in collaboration with the client's medical providers.
- 1.2.7. The Contractor shall complete a Family Assessment for each family served within the first three (3) visits with families, utilizing an intake assessment, the Protective Factors Survey, 2nd Edition (PFS-2), and a comprehensive assessment using the North Carolina Family Assessment Scale General (NCFAS-G) in order to:
 - 1.2.7.1. Identify risk factors.
 - 1.2.7.2. Determine appropriate CFSS.
 - 1.2.7.3. Provide appropriate CFSS.
- 1.2.8. The Contractor shall administer the Watch Me Grow curriculum/program/services in accordance with the Watch Me Grow guidelines.
- 1.2.9. The Contractor shall ensure that families with children up to six (6) years of age are screened and participate in the Watch Me Grow Program. The Contractor shall:
 - 1.2.9.1. Distribute the Learn the Signs, Act Early materials.
 - 1.2.9.2. Report the number of families who received developmental screening education materials.
 - 1.2.9.3. Provide developmental and social emotional screenings for children ages one (1) month through five (5) years.
 - 1.2.9.4. Report the number of families that received an ASQ-3 and ASQ-SE- screener.
- 1.2.10. The Contractor shall provide CFSS using the Strengthening Families Framework and addressing Protective Factors, which may be provided through a variety of methods including, but not limited to:
 - 1.2.10.1. Home visiting services.
 - 1.2.10.2. Workshops.
 - 1.2.10.3. Support groups.
- 1.3. **Home Visiting Services**
 - 1.3.1. The Contractor shall provide home visiting services that are respectful of families' cultures and values while building on each family's strengths and being responsive to their needs. The Contractor shall ensure services, include, but are not limited to:
 - 1.3.1.1. Working with program participants to develop comprehensive goals to improve the economic self-

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sufficiency by assisting parents with developing a vision for the future that includes, but is not limited to:

- 1.3.1.1.1. Planning future pregnancies.
- 1.3.1.1.2. Continuing education.
- 1.3.1.1.3. Finding and maintaining employment.
- 1.3.1.1.4. Increasing Protective Factors of the family.
- 1.3.1.1.5. Obtaining secure housing.
- 1.3.1.1.6. Accessing community services.
- 1.3.1.1.7. Accessing parental education on topics that include, but are not limited to:
 - 1.3.1.1.7.1. Child development.
 - 1.3.1.1.7.2. Child behavior.
 - 1.3.1.1.7.3. Child health.
 - 1.3.1.1.7.4. Coping and problem solving skills.
 - 1.3.1.1.7.5. Safety.
 - 1.3.1.1.7.6. Parenting skills.

- 1.3.1.2. Providing flexible availability in order to meet the needs of individual families and communities.
- 1.3.1.3. Ensuring non-duplication of other services being received.
- 1.3.1.4. Providing standardized smoking cessation education and referrals, as appropriate, in order to increase the number of women who quit smoking.
- 1.3.1.5. Providing information to pregnant women relative to the importance of receiving consistent prenatal health care that results in healthy pregnancies and birth outcomes.
- 1.3.1.6. Providing information that promotes parent-child attachments that mitigate child maltreatment.
- 1.3.1.7. Providing education regarding the importance of primary care services for the family, including access to reproductive health care, timely immunizations, increased child safety, and the establishment of a medical home. The Contractor shall work to ensure:

- 1.3.1.7.1. All women have access to formal, validated screening for prenatal and postpartum depression using that may include, but are not

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- limited to:
- 1.3.1.7.1.1. Prime MD depression screening.
 - 1.3.1.7.1.2. Edinburg Postnatal Screen.
 - 1.3.1.7.2. All women who screen positive for maternal depression are referred to follow-up treatment, as appropriate.
 - 1.3.1.7.3. Nursing visits are provided to pregnant women and their babies through the child's first birthday, and as needed for any child up to 17 years of age through the Child and Family Health Support program.
 - 1.3.1.7.4. Nurse consultation is provided to any family that has an identified nursing need.
 - 1.3.1.7.5. All participants are enrolled in primary care physician services.
 - 1.3.1.7.6. Improved family health and functioning.
- 1.3.2. The Contractor shall provide home visiting services utilizing the Home Visiting NH model, which includes, but is not limited to:
- 1.3.2.1. Promoting healthy pregnancy and birth outcomes.
 - 1.3.2.2. Promoting a safe and nurturing environment for children.
 - 1.3.2.3. Improving families' life course and development.
- 1.3.3. The Contractor shall provide CFSS nursing services according to the Home Visiting NH schedule of visits to teen and young adult parents living in the Waypoint Transitional Living Program (TLP) during pregnancy through the child's first birthday.
- 1.3.4. The Contractor shall ensure CFSS continue upon a family's transition from Waypoint TLP housing to permanent housing.
- 1.3.5. The Contractor shall provide home visiting services, utilizing evidence based approaches and training programs that include, but are not limited to:
- 1.3.5.1. Parents as Teachers curriculum.
 - 1.3.5.2. Born to Learn curriculum.
 - 1.3.5.3. The Period of PURPLE Crying.
 - 1.3.5.4. Motivational interviewing.
 - 1.3.5.5. Advocacy training.

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- 1.3.5.6. Magic 123.
- 1.3.5.7. Enhanced Care Coordination.
- 1.3.5.8. Reflective supervision.

1.4. Workshops and Support Groups

- 1.4.1. The Contractor shall provide an array of workshops to increase knowledge of parenting and child development, parental resilience, and social connections, which include, but are not limited to:
 - 1.4.1.1. Positive Solutions for Families.
 - 1.4.1.2. Slow Cooker class.
 - 1.4.1.3. Can't Even Fam.
 - 1.4.1.4. Instructional money management programs.
 - 1.4.1.5. Parenting a Second Time Around.
 - 1.4.1.6. Mommy and Me play group.
- 1.4.2. The Contractor shall facilitate a variety of support groups including, but not limited to:
 - 1.4.2.1. Parent Support.
 - 1.4.2.2. Kinscare Support.
 - 1.4.2.3. Circle of Parents.
- 1.4.3. The Contractor shall ensure workshops and support groups occur at the Manchester Family Resource Center, or at a partner location if more conducive to the families' needs.

1.5. Staffing

- 1.5.1. The Contractor shall require all staff, subcontractors, and volunteers, who have contact with children, complete criminal background and central registry checks.
- 1.5.2. The Contract shall ensure that all staff who shall drive as part of their job duties maintain a valid driver's license.
- 1.5.3. The Contractor shall ensure staff are trained in the principles of family support, maternal and child health, as well as the child welfare system with concentrations in service array as well as working in multidisciplinary teams.
- 1.5.4. The Contractor shall ensure that staff participate in training that includes, but is not limited to:
 - 1.5.4.1. Strengthening the Families Framework.

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- 1.5.4.2. The Five Protective Factors.
- 1.5.4.3. Trust Based Relational Intervention.
- 1.5.4.4. Solutions Based Casework.
- 1.5.5. The Contractor shall ensure that staff receive on-going staff enrichment and development in areas that include, but are not limited to:
 - 1.5.5.1. Skills needed to address the ethnic and cultural needs, resources, and assets of the community.
 - 1.5.5.2. Exercising empathy, with an understanding of family stressors of parents and families receiving services.
 - 1.5.5.3. Effective home visiting and reporting practices.
- 1.5.6. The Contractor shall ensure that all clinicians and prescribing practitioners who provide consultation services are licensed by the NH Board of Psychological Examiners, as a health care professional.
- 1.5.7. The Contractor shall ensure the program is staffed, at a minimum, by a Program Director who works the minimum of a 0.5 Full Time Employee (FTE) and an appropriate number of Paraprofessional Home Visitors, necessary to implement the program.
- 1.5.8. The Contractor shall ensure the Program Director have, at a minimum experience and education including but not limited to:
 - 1.5.8.1. A Master's degree in social work, counseling, nursing, public health or a related field, and
 - 1.5.8.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.5.8.3. A Bachelor's degree in social work, counseling, nursing, public health or related field; and
 - 1.5.8.4. Five (5) years of experience working with families and children in a social service, home health or other early childhood program setting, some of which shall have been in a supervisory capacity.
- 1.5.9. The Contractor shall ensure the Paraprofessional Home Visitors have, at a minimum experience and education including but not limited to:
 - 1.5.9.1. A Bachelor's degree in social work, counseling, nursing, human services, early childhood education or a relate field; and

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1.5.9.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting.

1.5.10. The Contractor shall ensure that a minimum of one (1) Home Visitor and the Home Visitor Supervisor are trained in either Growing Great Kids or Parents as Teachers curriculum and follow the Growing Great Kids requirements within six (6) months of the contract effective date.

1.5.11. The Contractor shall designate a staff position to be the liaison for all programmatic correspondence between the Department and the agency including, but not limited to:

1.5.11.1. Clinical updates.

1.5.11.2. Program announcements.

1.5.11.3. Reporting changes, errors, and requests.

1.6. **Relevant Laws, Policies and Guidelines**

1.6.1. The Contractor shall be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

1.6.2. The Contractor shall meet all information security and privacy requirements, as set by the Department.

1.6.3. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 3, 2008.

1.6.4. The Contractor shall participate and coordinate 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.

1.6.5. The Contractor shall promote immunizations, in accordance with RSA 141-C and the Immunization Rules promulgated thereunder.

1.6.6. The Contractor's program services shall meet the requirements of Sec. 401 (a)(3) of the 42USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF, which indicates one of the purposes 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.

1.6.7. The Contractor shall comply with confidentiality provisions of RSA

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170-G: 8-a. All information regarding the Department's clients, client families, foster families, and other involved individuals, is strictly confidential and shall not be discussed with anyone except the Department's personnel in the performance of contracted services.

- 1.6.8. The Contractor shall maintain the confidentiality of all clients and use client information only for program administration purposes and evaluation, ensuring the following, including but not limited to:
 - 1.6.8.1. All staff and subcontractor(s) understand that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
 - 1.6.8.2. All staff and subcontractor(s) adhere to the standards and confidentiality policies of the organization.
 - 1.6.8.3. Receipt of public assistance and other confidential information shared shall be shared only as part of the medical record and only with the properly signed release of information from the client.
- 1.6.9. The Contractor shall, for purposes of program evaluation and/or continuous quality improvement, report personally identifiable health data to the Department as requested, for all clients served under the resulting contract.
- 1.6.10. The Contractor shall obtain any authorizations for release of information from the clients that are necessary to comply with federal and state laws and regulations.
- 1.6.11. The Contractor shall provide all forms developed for authorization for release of information to the Department prior to use.
- 1.6.12. The Contractor shall adhere to the legal requirements governing human subjects' research if considering using program participants for clinical or sociological research purposes.
- 1.6.13. The Contractor shall inform the Division of Public Health Services prior to initiating any research related to the resulting contract.
- 1.6.14. The Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130:A, Lead Paint Poisoning and Control.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in

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accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports highlighting the program activities no later than the fifteenth (15th) day of the month following the reporting period, with the first report due no later than October 15, 2020. The Contractor shall ensure quarterly reports include, but are not limited to:
 - 3.1.1. The progress in achieving the stated outcomes; and
 - 3.1.2. Feedback from families as to the effectiveness and satisfaction of the contracted services.
- 3.2. The Contractor shall submit an annual report to the Department by July 31st of each contract year, with the first report due on July 31, 2021. The Contractor shall ensure annual reports include, but are not limited to:
 - 3.2.1. Information regarding accomplishments and activities for the program.
 - 3.2.2. Recommendations for service development and outcomes.
 - 3.2.3. Systemic barriers experienced.
 - 3.2.4. Family satisfaction survey results.
- 3.3. The Contractor shall enter data into the Welligent System within thirty (30) days of receiving the data, which includes but is not limited to:
 - 3.3.1. Encrypted client identifier; first two initials of the first name, first three initials of the last name.
 - 3.3.2. Gender.
 - 3.3.3. Date of Birth.
 - 3.3.4. Race.
 - 3.3.5. Ethnicity.
 - 3.3.6. Date of Screening.
 - 3.3.7. Which month the Ages and Stages Questionnaire (ASQ) was administered.
 - 3.3.8. Recheck.

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- 3.3.9. Referred.
 - 3.3.10. Receiving services.
 - 3.3.11. Screening score.
 - 3.3.12. Consent signed to notify Primary Care Physician (PCP).
 - 3.3.13. Date the screen was sent to PCP.
 - 3.4. The Contractor shall collaborate with the Department to provide requested information relative to program evaluation and other information, as needed, to meet Department goals and requirements and provide information to different Divisions within the Department that include, but are not limited to the:
 - 3.4.1. Division for Children, Youth and Families.
 - 3.4.2. Division of Public Health Services.
 - 3.4.3. Division for Economic and Housing Stability.
 - 3.5. The Contractor shall maintain a Family Service Record on each family in compliance with all HIPAA Privacy Rules, ensuring each record includes, but is not limited to:
 - 3.5.1. Source of referral.
 - 3.5.2. Referral information.
 - 3.5.3. Release of information form.
 - 3.5.4. Family assessment.
 - 3.5.5. Child/Family services plan.
 - 3.5.6. Case contact log.
 - 3.5.7. Receipt of health care.
 - 3.5.8. Linkages with prenatal and/or primary care and visit schedule as outlined in the American Academy of Pediatrics, "Recommendations for Preventative Pediatric Health Care" schedule.
 - 3.5.9. Progress notes.
 - 3.5.10. Child care utilization and billing information.
 - 3.5.11. Case closure report.
 - 3.6. The Contractor shall ensure Family Service Records are summarized and entered into the Quick Base in real-time.
- 4. Performance Measures**
- 4.1. Contractor performance shall be monitored by the Department through review of consumer satisfaction data, which shall indicate a minimum of 80% favorable rating.



- 4.2. The Contractor shall sustain 100% screening of, family participation in the Watch Me Grow Program in families with children up to six (6) years of age.
- 4.3. The Contractor shall work collaboratively with the Department to ensure evidence-based strategies are used and appropriate metrics are tracked for specific programs and sub-populations.
- 4.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.5. The Contractor shall track a range of performance improvement topics that include, but are not limited to:
 - 4.5.1. Increasing outreach to high-risk populations.
 - 4.5.2. Increasing the share of referred families who enroll in services.
 - 4.5.3. Increasing service completion dates.
 - 4.5.4. Evaluating long-term program outcomes.
- 4.6. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.7. The Contractor shall collect and share data with the Department in a format specified by the Department, where applicable.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

- 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

- 5.3.1. 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, "The preparation of this (report, document etc.) was financed under a

Contractor Initials BT

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



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."

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical 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.
 - 6.1.2. All records shall 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.
 - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
 - 6.1.4. Medical records on each patient/recipient of services.

Contractor Initials BM

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



6.2. 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. 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.

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



Payment Terms

1. This Agreement is funded by:
 - 1.1. 1.37% by the US Department of Health and Human Services, Administrations on Children, Youth and Families, Child Welfare Social Services, Title IV-B, Subpart 1, of the Social Security Act, CFDA 93.645, FAIN# 2001NHCWSS.
 - 1.2. 6.74% by the US Department of Health and Human Services, Administration for Children & Families, Administration on Children, Youth and Families, Promoting Safe and Stable Families, CFDA 93.556, FAIN# 2001FPSS.
 - 1.3. 23.23% by the US Department of Health and Human Services, Administration for Children & Families, Title XX Grants, SSBG – Social Services Block Grant, CFDA 93.667, FAIN# 2001NHSOSR.
 - 1.4. 55.65%, by the US Department of Health and Human Services, Temporary Assistance for Needy Families, CFDA 93.558, FAIN# 19NHTANF.
 - 1.5. 1.80% by the US Department of Health and Human Services, Maternal and Child Health Services Block Grant, CFDA 93.994, FAIN# 90CA1858.
 - 1.6. 11.21% General Funds
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget Worksheet through Exhibit C-4, Budget Worksheet.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to BFainvoices@dhhs.nh.gov, or invoices may be mailed to:

Waypoint

Exhibit C

Contractor Initials BA

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



Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

Waypoint

Exhibit C

Contractor Initials

BA

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



- 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. 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.

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

Bidder Name: Waypoint

Budget Request for: RFP-2021-DEHS-02-COMPR-10 (Comprehensive Family Support Services - Manchester)

Budget Period: 7/1/20-6/30/21

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 169,439.40	\$ 30,751.11	\$ 200,190.51	\$ -	\$ -	\$ -	\$ 169,439.40	\$ 30,751.11	\$ 200,190.51
2. Employee Benefits	\$ 51,750.00	\$ 7,782.50	\$ 59,532.50	\$ -	\$ -	\$ -	\$ 51,750.00	\$ 7,782.50	\$ 59,532.50
3. Consultants	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 2,000.00
Purchase/Depreciation	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 2,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,871.99	\$ -	\$ 2,871.99	\$ -	\$ -	\$ -	\$ 2,871.99	\$ -	\$ 2,871.99
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,000.00	\$ 300.00	\$ 2,300.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 300.00	\$ 2,300.00
6. Travel	\$ 8,700.00	\$ 1,005.00	\$ 9,705.00	\$ -	\$ -	\$ -	\$ 8,700.00	\$ 1,005.00	\$ 9,705.00
7. Occupancy	\$ 20,000.00	\$ 2,500.00	\$ 22,500.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 2,500.00	\$ 22,500.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,000.00	\$ 200.00	\$ 4,200.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 200.00	\$ 4,200.00
Postage	\$ 110.00	\$ -	\$ 110.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ 110.00
Subscriptions	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ 250.00	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 250.00	\$ 1,250.00
11. Staff Education and Training	\$ 2,700.00	\$ 300.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 2,700.00	\$ 300.00	\$ 3,000.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other: Organizational Dues	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Interest Expense	\$ -	\$ 5,011.00	\$ 5,011.00	\$ -	\$ -	\$ -	\$ -	\$ 5,011.00	\$ 5,011.00
Purchase Services-in-Kind Donation	\$ 9,305.93	\$ -	\$ 9,305.93	\$ 9,305.93	\$ -	\$ 9,305.93	\$ -	\$ -	\$ -
TOTAL	\$ 276,877.32	\$ 49,079.61	\$ 326,044.93	\$ 9,306.93	\$ -	\$ 9,306.93	\$ 267,671.29	\$ 49,079.61	\$ 316,751.90

Indirect As A Percent of Direct

17.7%

Contractor Initials: *Pat*
 Date: *6/17/20*

Exhibit C-2, Budget Worksheet

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

Bidder Name: Waypoint

Budget Request for: RFP-2021-DEHS-02-COMPR-10 (Comprehensive Family Support Services - Manchester)

Budget Period: 7/1/21-6/30/22

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 169,439.40	\$ 30,751.11	\$ 200,190.51	\$ -	\$ -	\$ -	\$ 169,439.40	\$ 30,751.11	\$ 200,190.51
2. Employee Benefits	\$ 51,750.00	\$ 7,762.50	\$ 59,512.50	\$ -	\$ -	\$ -	\$ 51,750.00	\$ 7,762.50	\$ 59,512.50
3. Consultants	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 2,000.00
Purchase/Depreciation	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 2,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,871.99	\$ -	\$ 2,871.99	\$ -	\$ -	\$ -	\$ 2,871.99	\$ -	\$ 2,871.99
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,000.00	\$ 300.00	\$ 2,300.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 300.00	\$ 2,300.00
6. Travel	\$ 8,705.00	\$ 1,005.00	\$ 9,710.00	\$ -	\$ -	\$ -	\$ 8,705.00	\$ 1,005.00	\$ 9,710.00
7. Occupancy	\$ 20,000.00	\$ 2,500.00	\$ 22,500.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 2,500.00	\$ 22,500.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,000.00	\$ 200.00	\$ 4,200.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 200.00	\$ 4,200.00
Postage	\$ 110.00	\$ -	\$ 110.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ 110.00
Subscriptions	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ 250.00	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 250.00	\$ 1,250.00
11. Staff Education and Training	\$ 2,700.00	\$ 300.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 2,700.00	\$ 300.00	\$ 3,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Organizational Dues	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Interest Expense	\$ -	\$ 5,011.00	\$ 5,011.00	\$ -	\$ -	\$ -	\$ -	\$ 5,011.00	\$ 5,011.00
Purchase Services/In-Kind Donation	\$ 9,305.93	\$ -	\$ 9,305.93	\$ 9,305.93	\$ -	\$ 9,305.93	\$ -	\$ -	\$ -
TOTAL	\$ 278,977.32	\$ 49,079.61	\$ 328,056.93	\$ 9,305.93	\$ -	\$ 9,305.93	\$ 267,771.39	\$ 49,079.61	\$ 316,851.00

Indirect As A Percent of Direct

17.7%

Contractor Initials: *JK*
Date: *6/19/22*

Exhibit C-3, Budget Worksheet

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

Bidder Name: Waypoint

Budget Request for: RFP-2021-DEHS-02-COMPR-10 (Comprehensive Family Support Services - Manchester)

Budget Period: 7/1/24-6/30/25

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 168,438.40	\$ 30,751.11	\$ 200,189.51	\$ -	\$ -	\$ -	\$ 168,438.40	\$ 30,751.11	\$ 200,189.51
2. Employee Benefits	\$ 51,750.00	\$ 7,782.50	\$ 59,532.50	\$ -	\$ -	\$ -	\$ 51,750.00	\$ 7,782.50	\$ 59,532.50
3. Consultants	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 2,000.00
Purchase/Depreciation	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 2,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,871.99	\$ -	\$ 2,871.99	\$ -	\$ -	\$ -	\$ 2,871.99	\$ -	\$ 2,871.99
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,000.00	\$ 300.00	\$ 2,300.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 300.00	\$ 2,300.00
6. Travel	\$ 8,705.00	\$ 1,005.00	\$ 9,710.00	\$ -	\$ -	\$ -	\$ 8,705.00	\$ 1,005.00	\$ 9,710.00
7. Occupancy	\$ 20,000.00	\$ 2,500.00	\$ 22,500.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 2,500.00	\$ 22,500.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,000.00	\$ 200.00	\$ 4,200.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 200.00	\$ 4,200.00
Postage	\$ 110.00	\$ -	\$ 110.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ 110.00
Subscriptions	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ 250.00	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 250.00	\$ 1,250.00
11. Staff Education and Training	\$ 2,700.00	\$ 300.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 2,700.00	\$ 300.00	\$ 3,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Organizational Fees	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Interest Expense	\$ -	\$ 5,011.00	\$ 5,011.00	\$ -	\$ -	\$ -	\$ -	\$ 5,011.00	\$ 5,011.00
Purchase Services/In-Kind Donation	\$ 9,305.93	\$ -	\$ 9,305.93	\$ 9,305.93	\$ -	\$ 9,305.93	\$ -	\$ -	\$ -
TOTAL	\$ 276,977.32	\$ 49,079.61	\$ 326,056.93	\$ 9,306.93	\$ -	\$ 9,306.93	\$ 267,670.39	\$ 49,079.61	\$ 316,750.00

Indirect As A Percent of Direct

17.7%

Contractor Initials: JA

Date: 6/19/20

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

Bidder Name: Waypoint

Budget Request for: RFP-2021-DEHS-02-COMPR-10 (Comprehensive Family Support Services - Manchester)

Budget Period: 7/1/23-6/30/24

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 189,439.40	\$ 30,751.11	\$ 220,190.51	\$ -	\$ -	\$ -	\$ 189,439.40	\$ 30,751.11	\$ 220,190.51
2. Employee Benefits	\$ 51,750.00	\$ 7,762.50	\$ 59,512.50	\$ -	\$ -	\$ -	\$ 51,750.00	\$ 7,762.50	\$ 59,512.50
3. Consultants	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 2,000.00
Purchase/Depreciation	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 2,000.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,871.99	\$ -	\$ 2,871.99	\$ -	\$ -	\$ -	\$ 2,871.99	\$ -	\$ 2,871.99
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,000.00	\$ 300.00	\$ 2,300.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 300.00	\$ 2,300.00
6. Travel	\$ 8,705.00	\$ 1,005.00	\$ 9,710.00	\$ -	\$ -	\$ -	\$ 8,705.00	\$ 1,005.00	\$ 9,710.00
7. Occupancy	\$ 20,000.00	\$ 2,500.00	\$ 22,500.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ 2,500.00	\$ 22,500.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,000.00	\$ 200.00	\$ 4,200.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 200.00	\$ 4,200.00
Postage	\$ 110.00	\$ -	\$ 110.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ 110.00
Subscriptions	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ 250.00	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 250.00	\$ 1,250.00
11. Staff Education and Training	\$ 2,700.00	\$ 300.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 2,700.00	\$ 300.00	\$ 3,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other Organizational Overs	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
Interest Expense	\$ -	\$ 5,011.00	\$ 5,011.00	\$ -	\$ -	\$ -	\$ -	\$ 5,011.00	\$ 5,011.00
Purchase Services/In-Kind Donation	\$ 9,305.93	\$ -	\$ 9,305.93	\$ 9,305.93	\$ -	\$ 9,305.93	\$ -	\$ -	\$ -
TOTAL	\$ 278,977.33	\$ 49,078.61	\$ 328,055.93	\$ 9,305.93	\$ -	\$ 9,305.93	\$ 267,871.39	\$ 49,078.61	\$ 316,950.00

Indirect As A Percent of Direct

17.7%

Contractor Date: 6/19/20
 initials: SAH



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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.

6/19/20
Date

Vendor Name: Waypoint
Borja Alvarez de Tola
Name: BORJA ALVAREZ DE TOLA
Title: President/CEO



CERTIFICATION REGARDING LOBBYING

The Vendor 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):

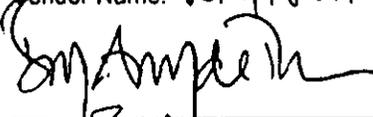
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

6/19/20
Date

Vendor Name: WAYPOINT

Name: BERTA WARNER
Title: President/CEO



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

The Vendor 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

[Handwritten Signature]



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.

6/19/20
Date

Vendor Name: WAY POINT
[Signature]
Name: SOPIA ALVAREZ DE TOWSON
Title: President / CEO

Vendor Initials [Signature]
Date 6/19/20



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

The Vendor 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:

Vendor 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

Vendor Initials

BT

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

6/19/20
Date

Vendor Name: WAYPOINT

[Signature]

Name: SOLEDAD ALVARADO DE TORO
Title: President/CEO

Exhibit G

Vendor Initials

[Signature]

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The Vendor 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 Vendor 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.

6/19/20
Date

Vendor Name: WAYPOINT
[Signature]
Name: ELIJA ALVAREZ DE TORRES
Title: President/CEO

Vendor Initials EA
Date 6/19/20



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

[Handwritten initials]



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services

The State

Christina Paulin
Signature of Authorized Representative

Christine Santanilla
Name of Authorized Representative

Director, D&HS
Title of Authorized Representative

6/23/20
Date

WAYPOINT

Name of the Contractor

[Signature]
Signature of Authorized Representative

Yolanda ALVAREZ DE TORO
Name of Authorized Representative

President / CEO
Title of Authorized Representative

6/19/20
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.

6/19/20
Date

Contractor Name: WAYPOINT
[Signature]
Name: [Signature]
Title: President / CEO



FORM A

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

1. The DUNS number for your entity is: 09-550-5905
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____



A. Definitions

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

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

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

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

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Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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Exhibit K

DHHS Information Security Requirements



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

[Handwritten Signature]

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DHHS Information Security Requirements



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

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



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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State of New Hampshire

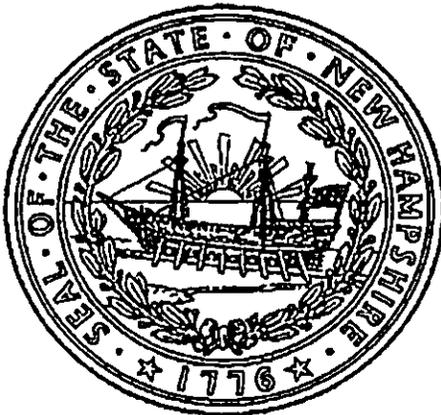
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WAYPOINT is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1914. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62585

Certificate Number: 0004898322



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, KENNETH SHELDON, Board Chair, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of WAYPOINT.
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of
the Agency duly held on 12/4/18:
(Date)

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its
Department of Health and Human Services.

RESOLVED: That the PRESIDENT AND CEO
(Title of Contract Signatory);

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

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 19th day of June, 2020.

Kenneth R. Sheldon
(Signature of the Elected Officer)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2020

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

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

PRODUCER FIA/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Andrea Nicklin PHONE (A/C, No, Ext): (603) 689-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: anicklin@crossagency.com	
INSURED Waypoint Po Box 448 Manchester NH 03105		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co MAIC # 18058 INSURER B: Granite State Health Care and Human Services Self- INSURER C: Travelers Casualty & Surety Co of America 31194 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19-20 AIV20-21 VC & F&F REVISION NUMBER:

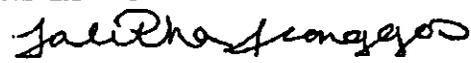
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Liability		PHPK2001884	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Aggregate- Prof liab \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2001895	07/01/2019	07/01/2020	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB682316	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	HCHS20200000242 (3a) NH	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Fidelity & Forgery		105912196	04/01/2020	04/01/2021	Limit 500,000 Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Health & Human Services Brown Building 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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WAYPOINT

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Formerly
CHILD AND FAMILY SERVICES

MISSION STATEMENT:

Empowering people of all ages through an array of human services and advocacy



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fax (603) 668.6260

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PO Box 448
Manchester, NH 03105
waypointnh.org



WAYPOINT

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WAYPOINT

Consolidated Financial Statements

For the Year Ended December 31, 2019

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
Waypoint

Additional Offices:
Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Waypoint, which comprise the consolidated statement of financial position as of December 31, 2019, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and

fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Waypoint as of December 31, 2019, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Waypoint's 2018 consolidated financial statements, and we expressed an unmodified opinion on those audited consolidated financial statements in our report dated March 26, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2018 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedules of Operating Expenses for 2019 and 2018 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 26, 2020 on our consideration of Waypoint's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Waypoint's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Waypoint's internal control over financial reporting and compliance.

Melanson Heath

May 26, 2020

WAYPOINT

Consolidated Statement of Financial Position

December 31, 2019

(with comparative totals as of December 31, 2018)

	2019		2019	2018
	Without Donor Restrictions	With Donor Restrictions	Total	Total
ASSETS				
Current Assets:				
Cash and cash equivalents	\$ 177,479	\$ -	\$ 177,479	\$ 1,078,577
Accounts receivable, net	1,260,930	-	1,260,930	714,112
Contributions receivable	79,161	-	79,161	60,000
Prepaid expenses	145,979	-	145,979	192,744
Total Current Assets	1,663,549	-	1,663,549	2,045,433
Noncurrent Assets:				
Investments	15,894,841	2,992,179	18,887,020	16,140,394
Beneficial interest held in trusts	-	1,837,101	1,837,101	1,679,591
Property and equipment, net	6,460,382	-	6,460,382	6,358,505
Total Noncurrent Assets	22,355,223	4,829,280	27,184,503	24,178,490
Total Assets	\$ 24,018,772	\$ 4,829,280	\$ 28,848,052	\$ 26,223,923
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Accounts payable	\$ 139,382	\$ -	\$ 139,382	\$ 217,685
Accrued payroll and related liabilities	646,070	-	646,070	564,736
Other liabilities	66,628	-	66,628	67,299
Bonds payable	150,000	-	150,000	140,000
Total Current Liabilities	1,002,080	-	1,002,080	989,720
Bonds payable, net of current portion	3,915,000	-	3,915,000	4,065,000
Deferred loans - NHHFA	1,250,000	-	1,250,000	1,250,000
Interest rate swap agreements	1,072,580	-	1,072,580	885,525
Total Liabilities	7,239,660	-	7,239,660	7,190,245
Net Assets:				
Without donor restrictions	16,779,112	-	16,779,112	14,373,688
With donor restrictions	-	4,829,280	4,829,280	4,659,990
Total Net Assets	16,779,112	4,829,280	21,608,392	19,033,678
Total Liabilities and Net Assets	\$ 24,018,772	\$ 4,829,280	\$ 28,848,052	\$ 26,223,923

The accompanying notes are an integral part of these financial statements.

WAYPOINT

Consolidated Statement of Activities

For the Year Ended December 31, 2019
(with comparative totals for the year ended December 31, 2018)

	2019			2018 Total
	Without Donor Restrictions	With Donor Restrictions	2019 Total	
SUPPORT AND REVENUE:				
Support:				
Government grants	\$ 5,486,443	\$ 16,056	\$ 5,502,499	\$ 5,401,404
Contributions	426,853	869,431	1,296,284	1,722,592
In-kind contributions	87,864	-	87,864	94,633
Income from special events, net	487,018	-	487,018	369,175
Revenue:				
Service fees	5,524,270	-	5,524,270	5,422,960
Other	65,971	-	65,971	64,715
Net assets released from restriction:				
Program releases	1,194,247	(1,194,247)	-	-
Endowment releases	74,751	(74,751)	-	-
Endowment transfer to support operations	627,685	-	627,685	661,375
Total Support and Revenue	13,975,102	(383,511)	13,591,591	13,736,854
OPERATING EXPENSES:				
Program services	12,086,191	-	12,086,191	11,550,792
Management and general	1,308,438	-	1,308,438	1,380,172
Fundraising	517,402	-	517,402	427,546
Total Operating Expenses	13,912,031	-	13,912,031	13,358,510
Change in net assets before non-operating items	63,071	(383,511)	(320,440)	378,344
NON-OPERATING ITEMS:				
Investment income (loss)	2,985,010	395,291	3,380,301	(1,006,030)
Unrealized gain (loss) on interest rate swap	(187,054)	-	(187,054)	176,817
Change in beneficial interest	-	157,510	157,510	(188,315)
Interest income	1,851	-	1,851	1,608
Endowment transfer to support operations	(627,685)	-	(627,685)	(661,375)
Total Non-Operating Items	2,172,122	552,801	2,724,923	(1,677,295)
Change in net assets	2,235,193	169,290	2,404,483	(1,298,951)
Net Assets, Beginning of Year, as restated (NOTE 19)	14,543,919	4,659,990	19,203,909	20,332,629
Net Assets, End of Year	\$ 16,779,112	\$ 4,829,280	\$ 21,608,392	\$ 19,033,678

The accompanying notes are an integral part of these financial statements.

WAYPOINT

Consolidated Statement of Functional Expenses

For the Year Ended December 31, 2019
(with comparative totals for the year ended December 31, 2018)

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>2019 Total</u>	<u>2018 Total</u>
Personnel expense:					
Salaries and wages	\$ 6,901,838	\$ 814,197	\$ 340,669	\$ 8,056,704	\$ 7,780,410
Employee benefits	886,121	84,083	24,372	994,576	827,827
Payroll related costs	861,733	72,205	27,088	961,026	834,465
Mileage reimbursement	425,994	931	199	427,124	445,083
Contracted services	<u>527,006</u>	<u>74,153</u>	<u>54,573</u>	<u>655,732</u>	<u>662,720</u>
Subtotal personnel expense	9,602,692	1,045,569	446,901	11,095,162	10,550,505
Accounting	-	31,699	-	31,699	28,700
Assistance to individuals	716,800	-	-	716,800	718,608
Communications	139,255	8,358	4,741	152,354	166,740
Conferences, conventions, meetings	48,489	5,949	3,600	58,038	56,018
Depreciation	326,931	39,920	-	366,851	334,662
In-kind contributions	88,014	-	-	88,014	94,633
Insurance	65,690	9,585	2,597	77,872	74,104
Interest	251,532	67,874	-	319,406	317,772
Legal	-	20,671	-	20,671	3,949
Membership dues	22,789	1,916	3,152	27,857	29,992
Miscellaneous	30,221	14,869	1,959	47,049	40,193
Occupancy	543,136	29,481	13,070	585,687	548,507
Printing and publications	29,318	2,803	29,732	61,853	91,540
Rental and equipment maintenance	89,746	24,229	6,542	120,517	122,782
Supplies	80,964	3,366	5,099	89,429	115,040
Travel	<u>50,614</u>	<u>2,149</u>	<u>9</u>	<u>52,772</u>	<u>64,765</u>
Total Functional Expenses	<u>\$ 12,086,191</u>	<u>\$ 1,308,438</u>	<u>\$ 517,402</u>	<u>\$ 13,912,031</u>	<u>\$ 13,358,510</u>

The accompanying notes are an integral part of these financial statements.

WAYPOINT

Consolidated Statement of Cash Flows

For the Year Ended December 31, 2019
(with comparative totals for the year ended December 31, 2018)

	<u>2019</u>	<u>2018</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 2,404,483	\$ (1,298,951)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	366,851	334,662
Contributions restricted for endowment	-	(16,717)
Realized (gain) loss on investments	(129,565)	(136,619)
Unrealized (gain) loss on investments	(2,805,664)	1,688,070
Change in beneficial interest in trusts	(157,510)	188,315
Change in interest rate swap	187,055	(176,817)
Inclusion of new entity in consolidated financial statements	20,085	-
Changes in operating assets and liabilities:		
Accounts receivable	(546,818)	170,636
Contributions receivable	(19,161)	(20,000)
Prepaid expenses	46,765	48,802
Accounts payable	(78,303)	122,018
Accrued payroll and related liabilities	81,334	(101,766)
Other liabilities	<u>(671)</u>	<u>(1,763)</u>
Net Cash Provided (Used) By Operating Activities	(631,119)	799,870
Cash Flows From Investing Activities:		
Purchases of investments	(511,347)	(693,481)
Proceeds from sale of investments	699,950	631,845
Purchase of fixed assets	<u>(318,582)</u>	<u>(426,805)</u>
Net Cash Used By Investing Activities	(129,979)	(488,441)
Cash Flows From Financing Activities:		
Contributions restricted for endowment	-	16,717
Payment of long-term debt	<u>(140,000)</u>	<u>(140,000)</u>
Net Cash Used By Financing Activities	(140,000)	(123,283)
Net Change in Cash and Cash Equivalents	(901,098)	188,146
Cash and Cash Equivalents, Beginning	<u>1,078,577</u>	<u>890,431</u>
Cash and Cash Equivalents, Ending	\$ <u>177,479</u>	\$ <u>1,078,577</u>
SUPPLEMENTAL INFORMATION:		
Interest paid	<u>\$ 319,406</u>	<u>\$ 317,772</u>

The accompanying notes are an integral part of these financial statements.

WAYPOINT

Notes to Consolidated Financial Statements

For the Year Ended December 31, 2019

1. Organization

Waypoint (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 20,000 individuals, statewide, through an array of social services.

These services span the life cycle from prenatal to seniors, and can be grouped into the following categories:

Early Childhood – Family Support & Education Services

Over 4,500 parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Over 500 young children starting life at a disadvantage received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

Early Support and Services – Early Support and Services provides family-centered support and therapies to infants and toddlers who have developmental disabilities, delays or are at risk of developmental delays. Services work to optimize babies' cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, day care, playground, etc.).

Home Visiting Services – A number of different prevention programs are offered in the home during those critical early years of a child's life. A spectrum of services includes support to new mothers and those struggling to parent; services for children with chronic health conditions; prenatal services for babies being born at a disadvantage into low-income families; and programs to encourage positive early parent/child relationships and promote optimal early childhood development. Services are provided by nurses, social workers, developmental specialists, occupational therapists, health educators, and home visitors.

Adoption – A licensed child-placing agency, the Organization has been forming families through adoption since 1914. The Organization's adoption professionals provide home studies and adoption services for families looking to adopt and provide counselling and support to birthparents who are considering the adoption option.

Children, Youth, and Family - Intervention and Treatment Programs

The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents and young adults. Programs are delivered in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

Foster care – The Organization works with the State of New Hampshire in placing children who have been rescued from dangerous home environments, into safe, stable, loving homes. The Organization recruits and supports foster families and works to facilitate permanency for each child.

Home Based Services – The Organization has a number of programs provided in the family home that are designed to help families who are struggling through daily life - where children are at risk. Services work to thwart domestic violence, rebuild families, and to improve family functioning. The Organization empowers families with the skills and resources they need to provide for their children and become self-sufficient.

Runaway and Homeless Youth Services

The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

Senior Care and Independent Living

The Organization helps seniors and individuals with chronic illness or disability to live at home safely and with dignity, and to maintain quality of life. Under the title of Home Care, services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

Other Programs

Camp Spaulding – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily

operations and summer programming. This collaboration will combine a 96-year camp history, an exceptional facility, strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

The New Hampshire Children's Lobby – Established in 1971, the New Hampshire Children's Lobby is the advocacy wing of Child and Family Services. The program's mission is to improve the lives of children and families through legislative, judicial, and public policy initiatives. This combination of advocacy and direct service practice uniquely positions the Organization to serve the best interest of New Hampshire children.

The Children's Place and Parent Education Center – The Children's Place and Parent Education Center (TCP) in Concord, NH is a 501(c)(3) organization incorporated in 1978 to provide both educational and social programs and services to strengthen and enrich the lives of families with children, two months through six years old.

2. Significant Accounting Policies

Change in Accounting Principle

ASU 2014-09 Revenue from Contracts with Customers and 2018-08 Contributions Received and Contributions Made

The Organization has adopted Accounting Standards Update (ASU) No. 2014-09 - *Revenue from Contracts with Customers (Topic 606)*, as amended, and ASU No. 2018-08 *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 605)*, as management believes these standards improve the usefulness and understandability of the Organization's financial reporting.

ASU 2014-09 and 2018-08 have been implemented in 2019, and the presentation in these consolidated financial statements has been adjusted accordingly. Analysis of various provisions of these standards resulted in no significant changes in the way the Organization recognizes revenue, and therefore no changes to the previously issued audited consolidated financial statements (presented in these consolidated financial statements as comparative financial information) were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the new standards.

ASU 2016-01 Equity Investments

In 2019, the Organization adopted Financial Accounting Standards Board Accounting Standards Update (ASU) 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, which relates to the accounting for equity investments, financial liabilities under the fair value option, and the presentation and disclosure requirements for financial instruments.

Principles of Consolidation

The consolidated financial statements include Waypoint, Child and Family Realty Corporation, and The Children's Place and Parent Education Center, commonly controlled organizations. All inter-organization transactions have been eliminated.

Comparative Financial Information

The accompanying consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2018, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes, including endowments that are perpetual in nature, are excluded from this definition.

Accounts Receivable

Accounts receivable consists primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

Contributions Receivable

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Consolidated Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions receivable are written off when deemed uncollectable. Management has determined that contributions receivable are fully collectable, therefore no allowance has been recorded.

Investments

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Consolidated Statement of Financial Position. Net investment return/(loss) is reported in the Consolidated Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses.

The Organization maintains pooled investment accounts for its restricted endowment. Realized and unrealized gains and losses are allocated to the individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

Beneficial Interest Held in Trusts

The Organization is the beneficiary of perpetual charitable trusts. The beneficial interest in trusts is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from trust assets are restricted as to use and are reported as increases in net assets with donor restrictions until expended in accordance with restrictions. The value of the beneficial interest in the trusts is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in net assets with donor restrictions. The assets in the trusts will never be distributed to the Organization.

Property and Equipment

Property and equipment additions over \$1,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 5 to 50 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Consolidated Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed. Assets not in service are not depreciated.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in 2019 or 2018.

Interest-Rate Swap

An interest-rate swap is utilized to mitigate interest-rate risk on bonds payable. The related liability is reported at fair value in the Consolidated Statement of Financial Position, and unrealized gains or losses are included in the Consolidated Statement of Activities.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The Board has designated, from net assets without donor restrictions, net assets for a board-designated endowment.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

The Organization recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give - that is, those with a measurable performance or other barrier and a right of return - are not recognized until the conditions on which they depend have been met. The Organization records special events revenue equal to the fair value of direct benefits to donors, and contribution income for the excess received when the event takes place.

A portion of the Organization's revenue is derived from cost-reimbursable contracts and grants, which are conditioned upon certain performance requirements and/ or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position.

Revenues derived from providing program services, including facility rentals, are recognized as the services are provided. Revenue related to facility rentals is recognized when the performance obligation of providing the space is satisfied. Program services fees paid in advance are deferred to the period to which they relate. All other amounts paid in advance are deferred to the period in which the underlying event or rental takes place. Due to the nature and timing of the performance and/or transfer of services, certain contract liabilities at December 31 of each year are recognized in the following year.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the consolidated financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received.

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Consolidated Statement of Activities. The Consolidated Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Measure of Operations

The Consolidated Statement of Activities reports all changes in net assets, including changes in net assets from operating and non-operating activities. Operating activities consist of those items attributable to the Organization's ongoing programs and services and include the Organization's annual endowment transfer to support operations. Non-operating activities are limited to resources outside of those programs and services and are comprised of non-recurring gains and losses on sales and dispositions, investment income, changes in the value of beneficial interests and interest rate swaps.

Income Taxes

Waypoint and the Children's Place and Parent Education Center have been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as organizations described in IRC Section

501(c)(3), qualify for charitable contribution deductions, and have been determined not to be private foundations. Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

Each entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, each is subject to income tax on net income that is derived from business activities that are unrelated to their exempt purpose. In 2019 and 2018, Waypoint was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of consolidated financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates, and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates. Investments are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Investment Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the consolidated financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs

that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for certain assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's consolidated financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of endowment investments (Note 6) – Level 1.
- Recurring measurement of beneficial interests in trusts (Note 7) – Level 3.

- Recurring measurement of line of credit (Note 9) – Level 2.
- Recurring measurement of bonds payable and interest rate swap (Note 10) – Level 2.
- Recurring measurement of deferred loans (Note 11) – Level 2.

The carrying amounts of cash and cash equivalents, accounts and contributions receivable, prepaid expenses, accounts payable, accrued payroll and related liabilities, and other liabilities approximate fair value due to their short-term nature.

New Accounting Standards to be Adopted in the Future

Leases

In February 2016, the Financial Accounting Standards Board issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the Statement of Financial Position at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statement of Activities. This ASU will be effective for the Organization for the year ending December 31, 2021. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Consolidated Statement of Financial Position, are comprised of the following at December 31, 2019:

Financial assets at year end:		
Cash and cash equivalents	\$	177,479
Accounts receivable, net		1,260,930
Contributions receivable		79,161
Investments		18,887,020
Beneficial interest held in trusts		<u>1,837,101</u>
Total financial assets		22,241,691
Less amounts not available to be used within one year:		
Net assets with donor restrictions	4,829,280	
Less:		
Net assets with purpose restrictions to be met in less than a year	(538,689)	
Donor-restricted endowment subject to spending policy rate (4.00%) and appropriation	<u>(98,140)</u>	4,192,451
Board-designated endowment	15,894,841	
Less: Board-designated endowment annual spending policy rate (4.00%)	<u>(563,860)</u>	<u>15,330,981</u>
Less total amounts not available to be used within one year		<u>19,523,432</u>
Financial assets available to meet general expenditures over the next year	\$	<u>2,718,259</u>

Endowment funds consist of donor-restricted endowments and funds designated by the Board to function as endowments. Income from donor-restricted endowments is restricted for specific purposes. The portion of endowment funds that are perpetual in nature are not available for general expenditure.

Board-designated endowment is subject to an annual spending rate as determined by the Board. Although there is no intention to spend from board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation), these amounts could be made available if necessary.

As part of its liquidity management plan, the Organization also has a \$1,500,000 revolving line of credit available to meet cash flow needs.

4. Accounts Receivable

Accounts receivable consist of the following at December 31, 2019 and 2018:

	2019			2018		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants receivable	\$ 678,502	\$ -	\$ 678,502	\$ 379,362	\$ -	\$ 379,362
Fees for service	<u>584,728</u>	<u>(2,300)</u>	<u>582,428</u>	<u>338,650</u>	<u>(3,900)</u>	<u>334,750</u>
Total	<u>\$ 1,263,230</u>	<u>\$ (2,300)</u>	<u>\$ 1,260,930</u>	<u>\$ 718,012</u>	<u>\$ (3,900)</u>	<u>\$ 714,112</u>

5. Prepaid Expenses

Prepaid expenses at year end relate primarily to prepaid insurance and contracts.

6. Investments

Investments at fair value consist of mutual funds totaling \$18,887,020 and \$16,140,394 at December 31, 2019 and 2018, respectively. During 2019, the Organization recognized \$2,935,229 of net gains and losses on investments. Of that amount, \$2,935,229 was recognized on investments of equity securities held at December 31, 2019.

Under the terms of the Organization's line of credit agreement (Note 9), the Organization has agreed not to pledge these investments as security on any other debt.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2019 was 4.25% of the average fair market value of all investments over the previous twelve quarters.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of the December 31, 2019. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

The Organization uses the following ways to determine the fair value of its investments:

Mutual funds: Determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

7. Beneficial Interest Held in Trusts

The Organization is the sole beneficiary of three funds that are administered by the New Hampshire Charitable Foundation (NHCF). Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors.

At December 31, 2019 and 2018, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$858,994 and \$800,624, respectively.

In addition, the Organization has a split-interest in three charitable remainder trusts. The assets are held in trust by banks as permanent trustees of the trusts. The fair value of these beneficial interests is determined by applying the Organization's percentage interest to the fair value of the trust assets as reported by the trustee.

<u>Trust</u>	<u>Percentage Interest</u>	<u>2019</u>	<u>2018</u>
Greenleaf	100%	\$ 384,004	\$ 350,806
Spaulding	100%	332,956	297,837
Cogswell	50%	<u>261,147</u>	<u>230,324</u>
Total		<u>\$ 978,107</u>	<u>\$ 878,967</u>

Beneficial interest held in trusts is reported at fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions.

8. Property, Equipment, and Depreciation

Property and equipment is comprised of the following at December 31, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Land and land improvements	\$ 1,114,949	\$ 1,114,949
Buildings and improvements	8,862,063	8,335,089
Furniture, fixtures, and equipment	843,251	796,686
Vehicles	107,581	107,581
Software	377,333	285,372
Construction in progress	<u>5,415</u>	<u>38,870</u>
Subtotal	11,310,592	10,678,547
Less accumulated depreciation	<u>(4,850,210)</u>	<u>(4,320,042)</u>
Total	<u>\$ 6,460,382</u>	<u>\$ 6,358,505</u>

9. Line of Credit

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2019 and was extended through June 30, 2020. The line is secured by a first lien on accounts receivable, double negative pledge on all investments of the borrower, and carries a variable rate of interest at the Wall Street Journal prime rate (4.75% at December 31, 2019), adjusted daily. At December 31, 2019, the balance on this line of credit was \$529.

10. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As

a result, the cost of the interest rate swap for 2019 and 2018 is added to interest expense in the Consolidated Statement of Functional Expenses. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2019 and 2018, the Organization recorded the swap liability position of \$1,072,580 and \$885,525, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2019, the Organization was in compliance with these covenants.

The following is a summary of future payments on the previously mentioned bonds payable:

<u>Year</u>	<u>Amount</u>
2020	\$ 150,000
2021	160,000
2022	165,000
2023	175,000
2024	180,000
Thereafter	<u>3,235,000</u>
Total	\$ <u>4,065,000</u>

11. Deferred Loans - NHHFA

Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire.

12. Endowment Funds

The Organization's endowment consists of various individual funds established for a variety of purposes. Endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Board-designated Endowment

As of December 31, 2019, the Board of Trustees had designated \$15,894,841 of net assets without donor restrictions as a general endowment fund to support the mission of the Organization.

Donor-designated Endowments

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date for donor-restricted perpetual endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as perpetually restricted net assets (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts to the endowment, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. The remaining portion of the donor-restricted endowment fund that is not classified as perpetually restricted is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

Funds with Deficiencies

The Organization considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Organization complies with UPMIFA and has interpreted UPMIFA to permit spending from underwater funds in accordance with prudent measures required under the law. The Organization had no underwater endowment funds at December 31, 2019.

Investment Policy

The Organization has adopted an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve and enhance the principal of the fund and, at the same time, provide a dependable source of support for current operations and programs. The withdrawal from the fund in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Experience has shown financial markets and inflation rates are cyclical and, therefore, control of volatility will be achieved through investment styles. Asset allocation parameters have been developed for various funds within the

structure, based on investment objectives, liquidity needs, and time horizon for intended use.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs. Total return is defined as dividend or interest income plus realized and unrealized capital appreciation or depreciation at fair market value.

Spending Policy

The Organization's spending policy rate in 2019 was 4.25% of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of endowment net assets as of December 31, 2019 and changes in endowment net assets for the year ended December 31, 2019 are as follows:

	Without Donor Restrictions	With Donor Restrictions			Total	Total Net Endowment Asset
		Purpose Restricted	Cumulative Appreciation	Perpetually Restricted		
Endowment net assets, beginning of year	\$ 14,007,444	\$ -	\$ 453,544	\$ 1,679,406	\$ 2,132,950	\$ 16,140,394
Contributions	66,325	-	-	-	-	66,325
Appropriations from endowment	(625,249)	-	(74,751)	-	(74,751)	(700,000)
Temporary appropriation for purpose-restricted net assets	(538,689)	538,689	-	-	538,689	-
Investment income, net	2,985,010	-	395,291	-	395,291	3,380,301
Endowment net assets, end of year	\$ 15,894,841	\$ 538,689	\$ 774,084	\$ 1,679,406	\$ 2,992,179	\$ 18,887,020

13. Net Assets

Net assets without donor restriction are comprised of the following at December 31, 2019 and 2018:

	2019	2018
Undesignated net assets	\$ 884,271	\$ 366,244
Board designated endowment	15,894,841	14,007,444
Total	\$ 16,779,112	\$ 14,373,688

Net assets with donor restrictions are comprised of the following at December 31, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Subject to expenditure for specified purpose:		
Camp	\$ 71,265	\$ 113,699
Child abuse prevention	98,265	153,836
Family counseling	9,398	14,160
Family resource center	34,569	-
Homecare	111,587	92,430
Human trafficking	10,000	30,000
IT and other projects	108,522	208,891
Teen and youth	95,083	234,433
	<u>538,689</u>	<u>847,449</u>
Endowment:		
Accumulated earnings restricted by donors for:		
General operations	176,893	131,716
Camp operations	198,902	92,896
Other purposes	398,289	228,932
	<u>774,084</u>	<u>453,544</u>
Original gift restricted by donors for:		
General operations	133,407	133,407
Camp operations	548,988	548,988
Other purposes	997,011	997,011
	<u>1,679,406</u>	<u>1,679,406</u>
Total restricted endowment	2,453,490	2,132,950
Not subject to spending policy or appropriation:		
Beneficial interest in trusts	<u>1,837,101</u>	<u>1,679,591</u>
Total	<u>\$ 4,829,280</u>	<u>\$ 4,659,990</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the year ended December 31, 2019:

Satisfaction of purpose restrictions:	
Camp	\$ 119,417
Child abuse prevention	150,071
Family counseling	41,834
Family resource center	2,211
Homecare	295,499
Human trafficking	50,000
IT and other projects	312,866
Teen and youth	<u>222,349</u>
	1,194,247
Restricted-purpose spending-rate distributions and appropriations:	
General operations	11,268
Camp operations	27,789
Other purposes	<u>35,694</u>
	<u>74,751</u>
Total	\$ <u>1,268,998</u>

14. Assistance to Individuals

The \$716,800 in "Assistance to individuals" (see Consolidated Statement of Functional Expenses) is comprised of the following (rounded to the nearest thousand):

Payment to parents of foster children	\$ 302
Housing assistance to youth at risk of homelessness	144
Gift cards provided to families during holiday season	59
Food for at risk youth	25
Other assistance such as medical, childcare, transportation, and family activities	<u>186</u>
Total	\$ <u>716</u>

15. Functionalized Expenses

The consolidated financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses

require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include clerical, IT, and administration, which are allocated to program and supporting services based primarily on a percentage of personnel costs related to programs and supporting services.

16. Defined Contribution Plan

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2019 and 2018, respectively.

17. Operating Leases

The Organization leases office space under the terms of non-cancellable lease agreements that expired at various times during 2019. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$182,763 and \$182,368 for the years ended December 31, 2019 and 2018, respectively.

18. Related Party Transactions

The Organization procures a portion of their legal services from a local law firm that employs an attorney who also serves on the Organization's Board of Directors. The attorney board member does not personally perform the legal services. For the year ended December 31, 2019, the total legal expense from related parties was \$15,680.

19. Prior Period Restatement

Beginning net assets for 2019 have been increased by \$170,231 to include the assets, liabilities, and net assets of The Children's Place and Parent Education Center, which is now included in these consolidated financial statements. On November 1, 2019 Waypoint's Board of Directors took over responsibility for this organization. The comparative totals that are presented with these consolidated financial statements have not been restated.

20. Concentration of Risk

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is

dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

21. Subsequent Events

Subsequent events have been evaluated through May 26, 2020, the date the consolidated financial statements were available to be issued.

The COVID-19 outbreak in the United States (and across the globe) has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on our individuals served, employees, and vendors, all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain. In response to the impact that COVID-19 has had on our Organization, a Paycheck Protection Program (PPP) Loan was applied for, and \$1,741,500 received on April 24, 2020.

WAYPOINT

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2019

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2019 Total
Salaries and wages	\$ 392,683	\$ 811,578	\$ 1,797,236	\$ 1,565,113	\$ 359,348	\$ 1,758,488	\$ 88,632	\$ 121,616	\$ 7,144	\$ 6,901,838	\$ 814,197	\$ 340,669	\$ 8,056,704
Employee benefits	36,382	123,479	255,330	224,471	31,739	198,672	11,097	3,730	1,221	886,121	84,083	24,372	994,576
Payroll related costs	55,625	95,590	231,536	195,954	42,973	220,779	9,016	9,631	629	851,733	72,205	27,088	961,026
Mileage reimbursement	4,517	37,961	230,948	66,254	21,254	63,078	1,726	203	53	425,994	931	199	427,124
Contracted services	10,066	53,084	86,374	138,533	25,490	26,769	6,713	5,386	174,591	527,006	74,153	54,573	655,732
Accounting	-	-	-	-	-	-	-	-	-	-	31,699	-	31,699
Assistance to individuals	57	231,226	355,852	115,078	8	-	7,614	-	6,965	716,800	-	-	716,800
Communications	4,283	37,260	37,355	35,008	5,136	16,498	1,949	1,313	453	139,255	8,358	4,741	152,354
Conferences, conventions, meetings	1,480	5,540	4,918	8,887	868	9,187	350	16,987	272	48,489	5,949	3,600	58,038
Depreciation	8,408	130,051	49,246	44,442	8,408	8,408	4,804	2,402	70,762	326,931	39,920	-	366,851
In-kind contributions	-	45,647	42,367	-	-	-	-	-	-	88,014	-	-	88,014
Insurance	4,078	11,053	21,357	17,108	3,377	7,044	703	760	210	65,690	9,585	2,597	77,872
Interest	13,973	39,926	81,848	73,863	13,974	13,974	7,985	3,993	1,996	251,532	67,874	-	319,406
Legal	(7,826)	-	-	-	-	7,826	-	-	-	-	20,671	-	20,671
Membership dues	5,699	1,530	2,425	8,235	385	3,466	170	767	112	22,789	1,916	3,152	27,857
Miscellaneous	(28,712)	3,212	3,536	8,736	2,618	33,253	6,686	234	658	30,221	14,869	1,959	47,049
Occupancy	58,958	191,947	163,147	101,733	11,823	6,880	3,105	3,915	1,628	543,136	29,481	13,070	585,687
Printing and publications	1,565	4,042	3,924	10,568	1,356	5,734	1,020	951	158	29,318	2,803	29,732	61,853
Rental and equipment maintenance	(692)	14,221	28,684	26,300	4,936	11,373	2,754	1,414	756	89,746	24,229	6,542	120,517
Supplies	10,530	32,348	19,132	13,321	1,185	3,297	502	574	75	80,964	3,366	5,099	89,429
Travel	3,779	22,015	8,192	14,803	851	-	112	438	424	50,614	2,189	9	52,772
Total	\$ 574,853	\$ 1,891,710	\$ 3,423,407	\$ 2,668,407	\$ 535,729	\$ 2,394,726	\$ 154,938	\$ 174,314	\$ 268,107	\$ 12,086,191	\$ 1,308,438	\$ 517,402	\$ 13,912,031

See Independent Auditors' Report.

WAYPOINT

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2018

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2018 Total
Salaries and wages	\$ 466,270	\$ 940,297	\$ 1,571,090	\$ 1,435,811	\$ 344,092	\$ 1,649,913	\$ 81,328	\$ 118,831	\$ 6,728	\$ 6,614,360	\$ 849,923	\$ 316,127	\$ 7,780,410
Employee benefits	39,799	135,622	190,979	181,757	33,660	144,054	12,964	2,883	897	742,615	66,141	19,071	827,827
Payroll related costs	56,967	100,911	173,279	161,282	37,294	196,825	7,437	9,278	521	743,794	65,549	25,122	834,465
Mileage reimbursement	5,850	41,849	249,506	66,137	18,647	59,274	1,294	69	156	442,792	1,878	413	445,083
Contracted services	28,809	43,507	95,385	165,055	20,355	23,246	9,429	2,312	171,937	560,035	96,132	6,553	662,720
Accounting	-	-	-	-	-	-	-	-	-	-	28,700	-	28,700
Assistance to individuals	5,064	190,794	368,345	133,826	-	3,014	10,071	-	7,494	718,608	-	-	718,608
Communications	8,493	38,575	41,973	33,808	4,940	16,451	1,998	1,522	584	148,344	10,147	8,249	166,740
Conferences, conventions, meetings	3,014	3,681	2,415	19,919	1,544	1,649	3	1,957	1	34,183	19,533	2,302	56,018
Depreciation	7,672	118,639	44,925	40,542	7,670	7,670	4,383	2,191	64,553	298,245	36,417	-	334,662
In-kind contributions	1,510	61,077	27,626	-	-	-	-	-	-	90,213	3,420	1,000	94,633
Insurance	5,681	11,048	17,880	15,802	3,228	6,877	711	775	168	62,170	9,468	2,466	74,104
Interest	13,902	39,721	81,429	73,485	13,903	13,903	7,944	3,972	1,986	250,245	67,527	-	317,772
Legal	-	-	-	-	-	-	-	-	-	-	3,949	-	3,949
Membership dues	1,531	1,254	1,224	7,241	8	6,366	3	502	3	18,132	7,947	3,913	29,992
Miscellaneous	1,647	4,518	6,725	3,475	1,052	5,881	648	174	232	24,352	13,167	2,674	40,193
Occupancy	45,179	148,783	140,092	111,318	10,107	27,452	3,222	3,597	5,889	495,619	41,188	11,700	548,507
Printing and publications	2,881	9,092	14,541	12,070	3,003	12,054	435	1,220	672	55,968	12,656	22,916	91,540
Rental and equipment maintenance	5,310	15,574	30,366	27,270	5,186	6,293	2,860	1,485	823	95,167	25,586	2,029	122,782
Supplies	10,874	26,700	21,931	17,739	3,589	12,408	654	719	71	94,685	17,700	2,655	115,040
Travel	958	36,453	4,682	14,225	989	3,233	134	147	464	61,265	3,144	356	64,765
Total	\$ 711,421	\$ 1,968,075	\$ 3,084,373	\$ 2,520,762	\$ 509,267	\$ 2,196,563	\$ 145,518	\$ 151,634	\$ 263,179	\$ 11,550,792	\$ 1,380,172	\$ 427,546	\$ 13,358,510

See Independent Auditors' Report.



WAYPOINT

Help Along the Way

Formerly
CHILD AND FAMILY SERVICES

BOARD OF TRUSTEES

SEPTEMBER 2019

Borja Alvarez de Toledo

President and CEO

Lauren Adams

Melissa Biron

Elaine Brody

Nina Chang

Bill Conrad

Maria Devlin

Tiffany Diamond

Jane Gile

Wendy Gladstone

Brad Kuster

Marilyn Mahoney

Holly Mintz

Lyndsee Paskalis

Shayleen Roberts

Mark Rouvalis

Ken Sheldon

Jeffrey Seifert

Stephanie Singleton

Jennifer Stebbins



HEADQUARTERS

toll free (800) 640.6486

office (603) 518.4000

fax (603) 668.6260

464 Chestnut Street

PO Box 448

Manchester, NH 03105

waypointnh.org

Borja Alvarez de Toledo, M.Ed.

464 Chestnut St, Manchester, NH. 03106/ [REDACTED]
alvarezdetoledob@waypointnh.org

Professional Profile

- A seasoned leader with more than 18 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

Professional Experience

Waypoint, formerly Child and Family Services of New Hampshire
Manchester, NH

December 2013- Present

~ President and CEO

- Responsible for program planning and development, insuring that Waypoint meets the community needs.
- Advance the public profile of Waypoint by developing innovative approaches and building productive relationships with government, regional and national constituencies.
- Acts as advisor to the Board of Directors and maintains relationships with the regional Boards
- Responsible for all aspects of financial planning, sustainability and oversight of Waypoint's assets
- Work with Development staff and Board of Directors to design and implement all fundraising activities, including cultivation and solicitation of key individuals, foundations and corporations

Riverside Community Care
Dedham, MA

2009- 2013

~ Division Director, Child and Family Services

- Responsible for strategic vision, planning and implementation of the programmatic, operational and financial sustainability of a \$17M division with more than 300 employees.
- In partnership with The Guidance Center, Inc.'s board of directors, played leadership role in successfully merging with Riverside Community Care, through a process that involved strategic planning, analysis and selection of a viable partner.
- Provide supervision to managers using a strength based approach and a collaborative coaching model to leadership development.

The Guidance Center, Inc.
Cambridge, MA

1998 - 2009

~ Chief Operating Officer

2007 - 2009

- Hired initially as Director of an intensive home-based family program and through successive promotions became responsible for all operations in the organization.
- Responsible for supervision of Division Directors, strategic planning and development of new initiatives.
- Developed strategic relationships with state and local funders, and partnered with community agencies to support the healthy growth of children and families.

Private Practice in Psychotherapy and Clinical Consultation
Madrid, Spain

1992 - 1998

Universidad Pontificia de Comillas
Madrid, Spain

1991 - 1998

~Adjunct Faculty

- Taught graduate level courses in Family and Couples Therapy program
- Practicum program supervisor: Supervised first year Master's Degree students through live supervision in the treatment of multi-problem families.

Centro Médico-Psicopedagógico
Madrid, Spain

1994 - 1997

~Clinical Coordinator/Director of Training.

- Member of a multi-disciplinary team that provided assessment and treatment to families victims of terrorism and had developed Post Traumatic Stress Disorder.

ITAD (Institute for Alcohol and Drug Treatment),
Madrid, Spain

1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

- Provided evaluation and treatment for chemically dependent adults and their families.

~ Senior Family Therapist, Couples and Family Therapy Program

- Worked as a family therapist in the evaluation and treatment of adolescents and families.

Charles River Health Management
Boston, MA

1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

Graduate Certificate of Business

University of Massachusetts, Lowell, 2000.

Master's Degree in Education

Counseling Psychology Program. Boston University, 1989.

B.A. in Clinical Psychology

Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

- 2009 Ayers, S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.), *Social Worker's Desk Reference* (2nd ed.), New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field.* Presented at the 19th Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.
- 2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care.* Symposium presented at the 14th Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.
- 2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention.* In Lightburn, A., P. Sessions. Handbook of Community Based Clinical Practice. Oxford University Press, 2006, England.
- 2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program.* In Newman, .C, C. Liberton, K. Kutash and R. Friedman, (Eds.) *A System of Care for Children's Mental Health: Expanding the Research Base* (2002), pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.
- 1994-98 Research papers and professional presentations in peer reviewed journals in Spain

Languages

Fluent in Spanish, French and Italian.

COLLEEN M. IVES

[REDACTED]

[REDACTED]

CHIEF OPERATING OFFICER

Proactive executive with a formidable record of driving systemic change and business expansion. Nimble administrator with strategic planning, business process improvement, cost controls and performance management experience. Collaborative leader with inspirational and decisive management style who achieves exceptional, rather than expected, results. Catalyst for open communications towards a climate of learning to benefit company and individuals.

PROFESSIONAL EXPERIENCE

WAYPOINT, Manchester, NH • 2018-Present

Statewide private nonprofit that works to advance the well-being of children and families through an array of community-based services.

Chief Operating Officer

- Oversees all aspects of program delivery including; fiscal and personnel management, quality assurance and program development

ROCKPORT MORTGAGE CORPORATION, Gloucester, MA • 2008-2017

Leading national lender of US Housing & Urban Development insured commercial loans in healthcare, multifamily and affordable housing sectors.

Vice President, Operations & Quality Control

- Report to principals with overall responsibility for achieving strategic objectives through oversight of the day-to-day operations of five multi-disciplinary underwriting teams by providing support at the transactional level as well as in the development of procedures and operating practices to match RMC's continued growth.
- Ensure RMC'S compliance with their federally mandated Quality Control Plan through employee development initiatives, monitoring of RMC'S operational practices while integrating new HUD directives into RMC'S existing best practices.

IVES DEVELOPMENT ASSOCIATES, Manchester, NH • 2005-2016

Consultancy providing strategic planning and leadership development to public, private and nonprofit companies throughout New England.

Principal

Design and facilitate customized corporate retreats, including strategic planning sessions, executive and Board of Directors' training and development, creation or re-affirmation of vision, mission and values and efforts to re-align leadership around key priorities and future direction of the organization. Integrate opportunities to shift organizational culture to more open and candid communications.

- Led an 18-month comprehensive change initiative that:
 - Resulted in the development of a transition plan for the assimilation of an Interim Executive Director including an operations plan that aimed to recalibrate the culture;
- Transformed climate of accountability for a \$55M client by implementing Balanced Scorecard strategic measurement system. Designed, coordinated and facilitated on-site internal and external analysis of 11 retail locations in 9 states, analyzing threats and weaknesses in business to build a platform for growth.

CAREER NOTE: Concurrent with consulting enterprise (2006 – 2010), designed and taught introductory and upper level psychology and sociology courses at Granite State College in Concord, Manchester and Portsmouth, New Hampshire.

GRANITE STATE INDEPENDENT LIVING, Concord, NH • 2001-2005

Statewide nonprofit offering long-term care, employment, transportation, advocacy, and other community-based services.

Acting Executive Director & Chief Operating Officer

Led internal operations, including service and program delivery, finance, human resources, fundraising and marketing. Transformed organization's culture by promoting a climate of excellence, systemic solutions and learning that benefited the organization and individual employees. Evaluated operational results and facilitated business processes and controls that promoted efficiency and internal information flow. Developed short- and long-range operating plans. Supported up to 14 management-level employees, staff of 90, and \$13M annual operating budget. Held complete performance management authority as well as autonomy to engage in private and state/federal contracts.

- Increased revenue by 78% with more effective grant administration, successful applications for new competitive grants, initiating a comprehensive development / fundraising plan, and increasing the fee-for-service lines of business.
- Increased consumers served from 400 to 3,000+ individuals within three-year period by restructuring existing programs, developing new programs and increasing program accountability with monthly management reports.
- Established foundation for 36-month capacity building plan to enhance infrastructure and overall operations by conducting full organizational audit and successfully presenting to Board of Directors.
- Expanded services and leveraged long-term grant opportunity through company acquisition. Successfully integrated organizational cultures and business practices, including human resource policies, management teams and compensation/benefits.
- Recommended, designed and implemented internal controls and operating procedures for all departments (Human Resources, Finance, Public Relations/ Development, Long-Term Care, Community Living and Employment Services).
- Increased efficiency, raised credibility of financial reporting and reduced headcount by implementing state of the art technology with expertise of retained IT consultant.

NEW HAMPSHIRE DEPARTMENT OF EDUCATION, VOCATIONAL REHABILITATION, SERVICES FOR BLIND AND VISUALLY IMPAIRED, Concord, NH • 1992-2000

Statewide organization providing Registry of Legal Blindness, Sight Services for Independent Living, Vocational Rehabilitation and a Business Enterprise program.

Statewide Director

Managed professional staff of 8 to deliver services that included 15 statewide rehabilitative support groups, career counseling and vending machine/food service enterprises in State and Federal buildings.

- Awarded \$1.2M 3-year federal grant to provide peer support services in 15 locations across the state
- Led Department to highest rank in standards and benchmarks among 7 other regional offices.
- Enhanced team atmosphere by integrating 4 distinct statewide programs into a cohesive unit.
- Cultivated relationships and formal partnerships with various stakeholders in the statewide network of social and human services and employment arenas.

EDUCATION

**Doctorate in Human and Organizational Systems
Master of Arts in Human Development**
Fielding Graduate University, Santa Barbara, California

**Master of Arts/CAGS in Rehabilitation Counseling
Bachelor of Arts in Psychology and Philosophy**
Assumption College, Worcester, Massachusetts

Gina Corey Ferrante, C.P.A.

[REDACTED]

[REDACTED]

Core Skills:

- System Integration
- Internal Controls
- Audit Preparation
- Policies and Procedures
- Budget Preparation and Analysis
- Streamlining accounting processes

Work Experience:

Community Teamwork, Inc. 2013-2019 Lowell, Massachusetts

Director of Finance and Accounting

Reporting to the CFO, manage staff in the accounting department and coordinating annual budget for \$90 million agency providing housing, WIC, Energy and Child Care Services to low-income individuals

- Prepare agency cost allocations
- Ensure compliance with agency's 150 federal, state and private contracts
- Prepare agency budgets and analyze financial results
- Analyze and improve accounting processes and fiscal controls throughout the agency
- Oversees the financial management of the organization and monitoring of organizational performance and fiscal controls
- Coordinate Annual Audit and review Accounting Pronouncements for applicability

Michael F. Reilly, PC 2006-2013 Haverhill, Massachusetts

Audit Manager

- Planned and managed the audit process for several non-public companies and not-for-profit organizations including the Northern Essex Community College Foundation, ARC of Northeast Haverhill and Simple Living, Inc.
- Worked with clients to help improve efficiencies and establish accounting controls
- Prepared tax returns for individuals and non-public and not-for-profit corporations

Digital Equipment Corporation 1987-1992 Acton, Massachusetts

Accounting Systems Analyst

- Designed and installed accounting systems for Digital and Digital customers
- Internal Auditor
- Audited departments internal to Digital in preparation for the outside auditors

Epsilon Data Management 1985-1987

Burlington, Massachusetts

Director of Accounting

- Managed the monthly/quarterly closing process
- Prepared financial statements (B/S, P&L, & Cash flows)
- Performed analytical analysis
- Managed, supported and prepared the quarterly and year-end audit schedules

Ryder Systems, Inc. 1984-1985

Miami, Florida

Manager of Accounting

- Managed the monthly/quarterly closing process
- Prepared financial statements (B/S, P&L, & Cash flows)
- Performed analytical analysis
- Prepared the quarterly and year-end audit schedules

Price Waterhouse 1981-1984

Miami, Florida

Senior Accountant

- Planned, and managed the audit process for several non-public companies including the Miami Dolphins, and area construction companies
- Prepared tax returns for individuals and small corporations during the busy season

Education:

Florida International University

Masters of Science in Taxation

University of Miami

BBA Accounting

Systems: Abila Fund Accounting, Office (Word, Excel, PowerPoint), Outlook, QuickBooks, Profx

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Borja Alvarez de Toledo	CEO	185,411	0%	
Colleen Ives	COO	114,400	0%	
Gina Ferrante	CFO	115,000	0%	

Subject: Comprehensive Family Support Services (RFP-2021-DEHS-02-COMPR-11)

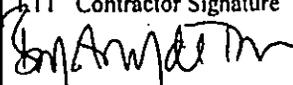
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Waypoint		1.4 Contractor Address 464 Chestnut Street Manchester, NH, 03301	
1.5 Contractor Phone Number (603) 518-4000	1.6 Account Number 05-095-042-421010-29680000-102-500734, 05-095-042-421010-29730000-102-500734, 05-095-042-421010-29660000-102-500734, 05-095-045-450010-61270000-102-500731, 05-095-045-450010-61460000-502-500891, 05-095-090-902010-51900000-102-500731, 05-095-042-421010-29580000-645-504004	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$1,370,540
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/14/20		1.12 Name and Title of Contractor Signatory Sojo Alvarez de Toledo President/CEO	
1.13 State Agency Signature  Date: 6/23/20		1.14 Name and Title of State Agency Signatory Christina Santanello Director, DEHS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			

Contractor Initials 
 Date 6/14/20

By:	Director, On:
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>	
By: <i>/s/Christen Lavers</i>	On: 6/28/20
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>	
G&C Item number:	G&C Meeting Date:

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials BAF
Date 5/19/20

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020. ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



Scope of Services

1. Statement of Work

1.1. General Services

- 1.1.1. The Contractor shall provide services in this agreement to pregnant and parenting women as well as other families with children up to twenty-one (21) years of age who:
 - 1.1.1.1. Are at risk for experiencing difficulty with:
 - 1.1.1.1.1. Pregnancy.
 - 1.1.1.1.2. Health and nutrition.
 - 1.1.1.1.3. Education and employment.
 - 1.1.1.1.4. Parenting challenges.
 - 1.1.1.1.5. Social isolation.
 - 1.1.1.1.6. Substance use disorders.
 - 1.1.1.1.7. Mental health events.
 - 1.1.1.2. At risk for child abuse and neglect.
 - 1.1.1.3. Perinatal families of substance exposed infants.
 - 1.1.1.4. Seek Comprehensive Family Support Services (CFSS) in a voluntary manner.
- 1.1.2. For the purposes of this agreement, all references to days shall mean business days.
- 1.1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.
- 1.1.4. The Contractor shall provide services at the Waypoint Family Resource Center, which is located at 112 West Pearl Street, Nashua NH; 36 Tsienneto Road, Derry, NH; and others locations, as mutually agreed upon between the Contractor and the client, within the Department of Health and Human Services Southern District Office Catchment Area. The Contractor shall ensure:
 - 1.1.4.1. Office hours at the Waypoint Family Resource Center available to families and staff Monday through Friday during business hours.
 - 1.1.4.2. Evening office hours are available at least two (2) nights per week at the Derry location.
 - 1.1.4.3. Office locations remain in compliance with the Americans



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with Disabilities Act (ADA) accessibility requirements

- 1.1.5. The Contractor shall maintain operation of a Qualified Family Resource Center (FRC-Q), or obtain the FRC-Q designation no later than the contract completion date.
- 1.1.6. The Contractor shall provide Comprehensive Family Support Services (CFSS) support to parents who may be experiencing social, emotional, physical and mental health events that interfere with their ability to parent their children. CFSS shall be provided in a flexible and integrated approach that provides support services to families in three stages:
 - 1.1.6.1. Prevention.
 - 1.1.6.2. Early intervention.
 - 1.1.6.3. Crisis.
- 1.1.7. The Contractor shall support the empowerment of families as advocates for themselves and their children by facilitating collaboration between communities and families to develop a comprehensive array of local, family-centered and culturally informed services.
- 1.1.8. The Contractor shall perform outreach to individuals and families through outreach activities that may include, but are not limited to:
 - 1.1.8.1. Distribution of collateral materials including CFSS and agency brochures, newsletters, flyers, and calendars.
 - 1.1.8.2. Inclusion of parenting and family resource center information on the Waypoint website.
 - 1.1.8.3. Information sessions and presentations with community agencies and their representatives.
 - 1.1.8.4. Media coverage.
- 1.1.9. The Contractor shall facilitate identification and evaluation of programs and services available to families who may be experiencing conditions that may include, but are not limited to:
 - 1.1.9.1. A previous or current founded, or unfounded, child protective services report.
 - 1.1.9.2. Having a child who has a low birth weight and neuro developmental delays.
 - 1.1.9.3. A history of, or current, parental or caregiver substance abuse.
 - 1.1.9.4. A history of, or current, mental health concerns relative to



- the parent, caregiver, or child(ren).
- 1.1.9.5. Having income at or below 300% of the Federal Poverty Level.
 - 1.1.9.6. Family history of domestic violence.
 - 1.1.9.7. Child's insecure attachment in early years.
 - 1.1.9.8. Pregnancy, birth of a child within the past twelve (12) months, birth of an additional child within the next six (6) months, birth or expected birth of a child with special healthcare needs.
 - 1.1.9.9. Pregnant persons with prenatal substance use concerns and families with substance exposed infants.
 - 1.1.9.10. Having more than one (1) child under the age of three (3) years.
 - 1.1.9.11. Physical or social isolation or any other factors that contribute to unhealthy social and emotional outcomes.
 - 1.1.9.12. Home conditions presenting a health and/or safety risk to family members.
 - 1.1.9.13. Child or family with chronic health, behavioral or developmental issues with impacts parenting.
 - 1.1.9.14. Ages and Stages Questionnaire (ASQ) and Ages and Stages Questionnaire Social Emotional (ASQ-SE) results that indicate developmental delays.
 - 1.1.9.15. Families impacted by traumatic events.
 - 1.1.9.16. Receiving Temporary Assistance to Needy Families (TANF) cash assistance or any of the Medicaid options.
 - 1.1.9.17. Substance Use Disorder services.
 - 1.1.10. The Contractor shall ensure services are multigenerational; trauma-informed; culturally-responsive; strengths-based; and focused on empowering families. The Contractor shall ensure:
 - 1.1.10.1. Service activities include but are not limited to providing:
 - 1.1.10.1.1. Evidence-based practices, where available.
 - 1.1.10.1.2. Education and direct services that support parent and child wellbeing.
 - 1.1.10.1.3. Case management.

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1.1.10.1.4. Access to a broad range of resources and referrals to respond to each family's needs, as appropriate.

1.1.10.2. Services are delivered in an environment appropriate to the needs and convenience of the clients, which may include, but are not limited to:

1.1.10.2.1. Home-visiting services.

1.1.10.2.2. Community-based visits.

1.1.10.2.3. Parenting groups.

1.1.10.2.4. Workshops.

1.1.10.2.5. Playgroups.

1.1.11. The Contractor shall collaborate with the Department and its Facilitating Organization to ensure a statewide system of CFSS.

1.1.12. The Contractor shall attend quarterly meetings for the CFSS as scheduled by the Department.

1.1.13. The Contractor shall engage with the Department and peers, through regular meetings focused on client outcomes, to utilize data to understand performance and improve practices, as requested by the Department.

1.1.14. The Contractor shall evaluate the performance of programs and services provided through the distribution of client and family satisfaction surveys upon completion of services and during two (2) client survey months annually.

1.1.15. The Contractor shall ensure a broad reach of service delivery by actively engaging in community groups that include, but not be limited to:

1.1.15.1. Greater Nashua Smart Start Coalition.

1.1.15.2. Nashua United Way.

1.1.15.3. Nashua Prevention Coalition.

1.1.15.4. Milford Thrives.

1.2. **Assessment and Referrals**

1.2.1. The Contractor shall provide referrals to appropriate community-based services and other resources that support families in their home communities, which may include, but are not limited to:

1.2.1.1. Child Care Aware of New Hampshire.

1.2.1.2. Department of Health and Human Services District offices

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- for assistance with program eligibility determination.
- 1.2.1.3. Special Medicaid Services, including, Family Centered Early Supports and Services (FCESS).
 - 1.2.1.4. Family Violence Prevention Agencies.
 - 1.2.1.5. Primary Care Provider enrollment assistance.
 - 1.2.1.6. Health insurance provider enrollment assistance, including Medicaid, to increase access to healthcare.
 - 1.2.1.7. Mental health services.
 - 1.2.1.8. Oral health services.
 - 1.2.1.9. Smoking cessation programs, including referrals to QuitWorks-NH, as appropriate.
 - 1.2.1.10. Women, Infants and Children (WIC) Nutrition programs for access to breastfeeding supports, nutritional education, and healthy foods.
 - 1.2.1.11. Independent living programs.
 - 1.2.1.12. Adult education.
 - 1.2.1.13. Employment services.
- 1.2.2. The Contractor shall ensure that each family is provided with an Individual Service Plan (ISP) that addresses and targets barriers to receiving education and support services, which may include but are not limited to:
- 1.2.2.1. Parent education and support.
 - 1.2.2.2. Family mentoring and advocacy.
 - 1.2.2.3. Medical and health education.
 - 1.2.2.4. Early childhood education.
 - 1.2.2.5. Literacy education and support.
 - 1.2.2.6. Life skills training.
- 1.2.3. The Contractor shall ensure all services all provided are designed to prevent child maltreatment, neglect, and Juvenile Justice Involvement.
- 1.2.4. The Contractor shall provide service that are trauma informed and include, but are not limited to:
- 1.2.4.1. Parenting education and family support through a variety of evidence-based curriculums.

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- 1.2.4.2. Age appropriate education using Bright Futures – Guidelines for Health Supervision of Infants, Children and Adolescents – Fourth edition.
- 1.2.5. The Contractor shall accept referrals from hospitals and medical centers when clients have a Plan of Safe Care and:
 - 1.2.5.1. Provide early intervention in at risk pregnant and parenting families.
 - 1.2.5.2. Prioritize pregnant parents with substance use disorder for support and assignment.
- 1.2.6. The Contractor shall assist pregnant and postpartum women with developing of a Plan of Safe Care in collaboration with the client's medical providers.
- 1.2.7. The Contractor shall complete a Family Assessment for each family served within the first three (3) visits with families, utilizing an intake assessment, the Protective Factors Survey, 2nd Edition (PFS-2), and a comprehensive assessment using the North Carolina Family Assessment Scale General (NCFAS-G) in order to:
 - 1.2.7.1. Identify risk factors.
 - 1.2.7.2. Determine appropriate CFSS.
 - 1.2.7.3. Provide appropriate CFSS.
- 1.2.8. The Contractor shall administer the Watch Me Grow curriculum/program/services in accordance with the Watch Me Grow guidelines.
- 1.2.9. The Contractor shall ensure that families with children up to six (6) years of age are screened and participate in the Watch Me Grow Program. The Contractor shall:
 - 1.2.9.1. Distribute Learn the Signs, Act Early materials.
 - 1.2.9.2. Report the number of families who received developmental screening education materials.
 - 1.2.9.3. Provide developmental and social emotional screenings for children ages one (1) month through five (5) years.
 - 1.2.9.4. Report the number of families that received an ASQ-3 and ASQ-SE- screener.
- 1.2.10. The Contractor shall provide CFSS using the Strengthening Families Framework and addressing Protective Factors, which may be provided through a variety of methods including, but not limited to:
 - 1.2.10.1. Home visiting services.

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- 1.2.10.2. Workshops.
- 1.2.10.3. Support groups.

1.3. Home Visiting Services

1.3.1. The Contractor shall provide home visiting services that are respectful of families' cultures and values while building on each family's strengths and being responsive to their needs. The Contractor shall ensure services include, but are not limited to:

1.3.1.1. Working with program participants to develop comprehensive goals to improve the economic self-sufficiency by assisting parents with developing a vision for the future that includes, but is not limited to:

- 1.3.1.1.1. Planning future pregnancies.
- 1.3.1.1.2. Continuing education.
- 1.3.1.1.3. Finding and maintaining employment.
- 1.3.1.1.4. Increasing Protective Factors of the family.
- 1.3.1.1.5. Obtaining secure housing.
- 1.3.1.1.6. Accessing community services.
- 1.3.1.1.7. Accessing parental education on topics that include, but are not limited to:
 - 1.3.1.1.7.1. Child development.
 - 1.3.1.1.7.2. Child behavior.
 - 1.3.1.1.7.3. Child health.
 - 1.3.1.1.7.4. Coping and problem solving skills.
 - 1.3.1.1.7.5. Safety.
 - 1.3.1.1.7.6. Parenting skills.

1.3.1.2. Providing flexible availability in order to meet the needs of individual families and communities.

1.3.1.3. Ensuring non-duplication of other services being received.

1.3.1.4. Providing standardized smoking cessation education and referrals, as appropriate, in order to increase the number of women who quit smoking.

1.3.1.5. Providing information to pregnant women relative to the importance of receiving consistent prenatal health care that results in healthy pregnancies and birth outcomes.

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- 1.3.1.6. Providing information that promotes parent-child attachments that mitigate child maltreatment.
- 1.3.1.7. Providing education regarding the importance of primary care services for the family, including access to reproductive health care, timely immunizations, increased child safety, and the establishment of a medical home. The Contractor shall work to ensure:
 - 1.3.1.7.1. All women have access to formal, validated screening for prenatal and postpartum depression using tools that may include, but are not limited to:
 - 1.3.1.7.1.1. Prime MD depression screening.
 - 1.3.1.7.1.2. Edinburg Postnatal Screen.
 - 1.3.1.7.2. All women screened positive for maternal depression are referred to follow-up treatment, as appropriate.
 - 1.3.1.7.3. Nursing visits are provided to pregnant women and their babies through the child's first birthday, and as needed for any child up 17 years of age through the Child and Family Health Support program.
 - 1.3.1.7.4. Nurse consultation is provided to any family that has an identified nursing need.
 - 1.3.1.7.5. All participants are enrolled in primary care physician services.
 - 1.3.1.7.6. Improved family health and functioning.
- 1.3.2. The Contractor shall provide home visiting services utilizing the Home Visiting NH model, which includes, but is not limited to:
 - 1.3.2.1. Promoting healthy pregnancy and birth outcomes.
 - 1.3.2.2. Promoting a safe and nurturing environment for children.
 - 1.3.2.3. Improving families' life course and development.
- 1.3.3. The Contractor shall provide home visiting services, utilizing evidence based approaches and training programs that include, but are not limited to:
 - 1.3.3.1. Parents as Teachers curriculum.
 - 1.3.3.2. Born to Learn curriculum.
 - 1.3.3.3. The Period of PURPLE Crying.

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- 1.3.3.4. Enhanced care coordination.
- 1.3.3.5. Motivational interviewing.
- 1.3.3.6. Advocacy training.
- 1.3.3.7. Magic 123.
- 1.3.3.8. Reflective supervision.

1.4. Workshops and Support Groups

1.4.1. The Contract shall provide an array of workshops to increase knowledge of parenting and child development, parental resilience, and social connections, which include, but are not limited to:

- 1.4.1.1. Positive Solutions for Families.
- 1.4.1.2. Parenting a Second Time Around.
- 1.4.1.3. Slow Cooker class.
- 1.4.1.4. Can't Even Fam.
- 1.4.1.5. Instructional money management programs.
- 1.4.1.6. Mommy and Me (New Baby) group.
- 1.4.1.7. Supporting Language and Your Child
- 1.4.1.8. You and Your Child Series.

1.4.2. The Contractor shall facilitate a variety of support groups that include, but not limited to:

- 1.4.2.1. Parent Support.
- 1.4.2.2. Kincare Support.
- 1.4.2.3. CONNECT
- 1.4.2.4. Circle of Parents.
- 1.4.2.5. Parent and Grandparent Café.
- 1.4.2.6. Teen Information for Parenting Success (TIPS)

1.5. Staffing

- 1.5.1. The Contractor shall require all staff, subcontractors, and volunteers who have contact with children, complete criminal background and central registry checks.
- 1.5.2. The Contract shall ensure that all staff and subcontractors who shall drive as part of their job duties maintain a valid driver's license.
- 1.5.3. The Contractor shall ensure staff and subcontractors are trained in the principles of family support, maternal and child health, as well as

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- the child welfare system with concentrations in service array as well as working in multidisciplinary teams.
- 1.5.4. The Contractor shall ensure that staff and subcontractors participate in training that includes, but is not limited to:
- 1.5.4.1. Strengthening the Families Framework.
 - 1.5.4.2. The Five Protective Factors.
 - 1.5.4.3. Trust Based Relational Intervention.
 - 1.5.4.4. Solutions Based Casework.
- 1.5.5. The Contractor shall ensure that staff and subcontractors receive on-going staff enrichment and development in areas that include, but are not limited to:
- 1.5.5.1. Skills needed to address the ethnic and cultural needs, resources, and assets of the community.
 - 1.5.5.2. Exercising empathy, with an understanding of family stressors of parents and families receiving services.
 - 1.5.5.3. Effective home visiting and reporting practices.
- 1.5.6. The Contractor shall ensure all clinicians and prescribing practitioners who provide consultation services are licensed by the NH Board of Psychological Examiners, as a health care professional.
- 1.5.7. The Contractor shall ensure the program is staffed, at a minimum, by a Program Director who works the minimum of a 0.5 Full Time Employee (FTE) and an appropriate number of Paraprofessional Home Visitors, necessary to implement the program.
- 1.5.8. The Contractor shall ensure the Program Director have, at a minimum experience and education including but not limited to:
- 1.5.8.1. A Master's degree in social work, counseling, nursing, public health or a related field, and
 - 1.5.8.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.5.8.3. A Bachelor's degree in social work, counseling, nursing, public health or related field; and
 - 1.5.8.4. Five (5) years of experience working with families and children in a social service, home health or other early childhood program setting, some of which shall have been in a supervisory capacity.
- 1.5.9. The Contractor shall ensure the Paraprofessional Home Visitors

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have, at a minimum experience and education including but not limited to:

- 1.5.9.1. A Bachelor's degree in social work, counseling, nursing, human services, early childhood education or a relate field; and
- 1.5.9.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting.
- 1.5.10. The Contractor shall ensure that a minimum of one (1) Home Visitor and the Home Visitor Supervisor are trained in either Growing Great Kids or Parents as Teachers curriculum and follow the Growing Great Kids requirements within six (6) months of the contract effective date.
- 1.5.11. The Contractor shall designate a staff position to be the liaison for all programmatic correspondence between the Department and the agency including, but not limited to:
 - 1.5.11.1. Clinical updates.
 - 1.5.11.2. Program announcements.
 - 1.5.11.3. Reporting changes, errors, and requests.

1.6. **Relevant Laws, Policies and Guidelines**

- 1.6.1. The Contractor shall be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 1.6.2. The Contractor shall meet all information security and privacy requirements, as set by the Department.
- 1.6.3. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 3, 2008.
- 1.6.4. The Contractor shall participate and coordinate 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.
- 1.6.5. The Contractor shall promote immunizations, in accordance with RSA 141-C and the Immunization Rules promulgated thereunder.
- 1.6.6. The Contractor's program services shall meet the requirements of Sec. 401 (a)(3) of the 42USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF, which indicates on of the purposes

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New Hampshire Department of Health and Human Services
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EXHIBIT B



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.

- 1.6.7. The Contractor shall comply with confidentiality provisions of RSA 170-G: 8-a. All information regarding the Department's clients, client families, foster families, and other involved individuals, is strictly confidential and shall not be discussed with anyone except the Department's personnel in the performance of contracted services.
- 1.6.8. The Contractor shall maintain the confidentiality of all clients and use client information only for program administration purposes and evaluation, ensuring the following, including but not limited to:
 - 1.6.8.1. All staff and subcontractor(s) understand that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
 - 1.6.8.2. All staff and subcontractor(s) adhere to the standards and confidentiality policies of the organization.
 - 1.6.8.3. Receipt of public assistance and other confidential information shared shall be shared only as part of the medical record and only with the properly signed release of information from the client.
- 1.6.9. The Contractor shall, for purposes of program evaluation and/or continuous quality improvement, report personally identifiable health data to the Department as requested, for all clients served under the resulting contract.
- 1.6.10. The Contractor shall obtain any authorizations for release of information from the clients that are necessary to comply with federal and state laws and regulations.
- 1.6.11. The Contractor shall provide all forms developed for authorization for release of information to the Department prior to use.
- 1.6.12. The Contractor shall adhere to the legal requirements governing human subjects' research if considering using program participants for clinical or sociological research purposes.
- 1.6.13. The Contractor shall inform the Division of Public Health Services prior to initiating any research related to the resulting contract.
- 1.6.14. The Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130:A, Lead Paint Poisoning and Control.

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2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports highlighting the program activities no later than the fifteenth (15th) day of the month following the reporting period, with the first report due no later than October 15, 2020. The Contractor shall ensure quarterly reports include, but are not limited to:
 - 3.1.1. The progress in achieving the stated outcomes; and
 - 3.1.2. Feedback from families as to the effectiveness and satisfaction of the contracted services.
- 3.2. The Contractor shall submit an annual report to the Department by July 31st of each contract year, with the first report due on July 31, 2021. The Contractor shall ensure annual reports include, but are not limited to:
 - 3.2.1. Information regarding accomplishments and activities for the program.
 - 3.2.2. Recommendations for service development and outcomes.
 - 3.2.3. Systemic barriers experienced.
 - 3.2.4. Family satisfaction survey results.
- 3.3. The Contractor shall enter data into the Welligent System within thirty (30) days of receiving the data, which includes but is not limited to:
 - 3.3.1. Encrypted client identifier; first two initials of the first name, first three initials of the last name.
 - 3.3.2. Gender.
 - 3.3.3. Date of Birth.
 - 3.3.4. Race.
 - 3.3.5. Ethnicity.

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- 3.3.6. Date of Screening.
- 3.3.7. Which month the Ages and Stages Questionnaire (ASQ) was administered.
- 3.3.8. Recheck.
- 3.3.9. Referred.
- 3.3.10. Receiving services.
- 3.3.11. Screening score.
- 3.3.12. Consent signed to notify Primary Care Physician (PCP).
- 3.3.13. Date the screen was sent to PCP.
- 3.4. The Contractor shall collaborate with the Department to provide requested information relative to program evaluation and other information, as needed, to meet Department goals and requirements and provide information to different Divisions within the Department that include, but are not limited to the:
 - 3.4.1. Division for Children, Youth and Families.
 - 3.4.2. Division of Public Health Services.
 - 3.4.3. Division for Economic and Housing Stability.
- 3.5. The Contractor shall maintain a Family Service Record on each family in compliance with all HIPAA Privacy Rules, ensuring each record includes, but is not limited to:
 - 3.5.1. Source of referral.
 - 3.5.2. Referral information.
 - 3.5.3. Release of information form.
 - 3.5.4. Family assessment.
 - 3.5.5. Child/Family services plan.
 - 3.5.6. Case contact log.
 - 3.5.7. Receipt of health care.
 - 3.5.8. Linkages with prenatal and/or primary care and visit schedule as outlined in the American Academy of Pediatrics, "Recommendations for Preventative Pediatric Health Care" schedule.
 - 3.5.9. Progress notes.
 - 3.5.10. Child care utilization and billing information.
 - 3.5.11. Case closure report.
- 3.6. The Contractor shall ensure Family Service Records are summarized and entered into the Quick Base in real-time.



4. Performance Measures

- 4.1. Contractor performance shall be monitored by the Department through review of consumer satisfaction data, which shall indicate a minimum of 80% favorable rating.
- 4.2. The Contractor shall sustain 100% screening of, family participation in the Watch Me Grow Program in families with children up to six (6) years of age.
- 4.3. The Contractor shall work collaboratively with the Department to ensure evidence-based strategies are used and appropriate metrics are tracked for specific programs and sub-populations.
- 4.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.5. The Contractor shall track a range of performance improvement topics that include, but are not limited to:
 - 4.5.1. Increasing outreach to high-risk populations.
 - 4.5.2. Increasing the share of referred families who enroll in services.
 - 4.5.3. Increasing service completion dates.
 - 4.5.4. Evaluating long-term program outcomes.
- 4.6. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.7. The Contractor shall collect and share data with the Department in a format specified by the Department, where applicable.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

- 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

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- 5.3.1. 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, "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."
- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical 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.
 - 6.1.2. All records shall 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.
 - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each

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such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

.6.1.4. Medical records on each patient/recipient of services.

6.2. 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. 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.

New Hampshire Department of Health and Human Services
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Payment Terms

1. This Agreement is funded by:
 - 1.1. 1.37% by the US Department of Health and Human Services, Administrations on Children, Youth and Families, Child Welfare Social Services, Title IV-B, Subpart 1, of the Social Security Act, CFDA 93.645, FAIN# 2001NHCWSS.
 - 1.2. 6.74% by the US Department of Health and Human Services, Administration for Children & Families, Administration on Children, Youth and Families, Promoting Safe and Stable Families, CFDA 93.556, FAIN# 2001FPSS.
 - 1.3. 23.23% by the US Department of Health and Human Services, Administration for Children & Families, Title XX Grants, SSBG – Social Services Block Grant, CFDA 93.667, FAIN# 2001NHSOSR.
 - 1.4. 55.65%, by the US Department of Health and Human Services, Temporary Assistance for Needy Families, CFDA 93.558, FAIN# 19NHTANF.
 - 1.5. 1.80% by the US Department of Health and Human Services, Maternal and Child Health Services Block Grant, CFDA 93.994, FAIN# 90CA1858.
 - 1.6. 11.21% General Funds
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget Worksheet through Exhibit C-4, Budget Worksheet.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to BFainvoices@dhhs.nh.gov, or invoices may be mailed to:

Waypoint

Exhibit C

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Date 6/19/20

Rev. 01/08/19

New Hampshire Department of Health and Human Services
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Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

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EXHIBIT C

- 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. 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.

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Exhibit C-1, Budget Worksheet

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

Bidder Name: Waypoint

Budget Request for: RFP-2021-DEHS-02-COMPR-11 (Comprehensive Family Support Services - Southern)

Budget Period: 07/01/2020-06/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DEHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 186,826.40	\$ 29,143.85	\$ 215,970.25	\$ -	\$ -	\$ -	\$ 186,826.40	\$ 29,143.85	\$ 215,970.25
2. Employee Benefits	\$ 36,423.95	\$ 6,720.00	\$ 43,143.95	\$ -	\$ -	\$ -	\$ 36,423.95	\$ 6,720.00	\$ 43,143.95
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,200.00	\$ 800.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 800.00	\$ 2,000.00
Purchase/Depreciation	\$ 1,000.00	\$ 800.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 800.00	\$ 1,800.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,700.00	\$ 300.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,700.00	\$ 300.00	\$ 2,000.00
6. Travel	\$ 4,000.00	\$ 1,300.00	\$ 5,300.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 1,300.00	\$ 5,300.00
7. Occupancy	\$ 15,000.00	\$ 3,500.00	\$ 18,500.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 3,500.00	\$ 18,500.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,300.00	\$ 800.00	\$ 2,100.00	\$ -	\$ -	\$ -	\$ 1,300.00	\$ 800.00	\$ 2,100.00
Postage	\$ 110.00	\$ -	\$ 110.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ 110.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 300.00	\$ 200.00	\$ 500.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 200.00	\$ 500.00
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ 56,000.00	\$ 5,000.00	\$ 61,000.00	\$ -	\$ -	\$ -	\$ 56,000.00	\$ 5,000.00	\$ 61,000.00
13. Other Organizational Dues	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
14. Other Interest Expense - Long term Financing	\$ -	\$ 5,011.00	\$ 5,011.00	\$ -	\$ -	\$ -	\$ -	\$ 5,011.00	\$ 5,011.00
15. Purchased Services/In-Kind Donations	\$ 9,851.18	\$ -	\$ 9,851.18	\$ 9,851.18	\$ -	\$ 9,851.18	\$ -	\$ -	\$ -
TOTAL	\$ 308,111.83	\$ 62,374.68	\$ 370,486.51	\$ 9,851.18	\$ -	\$ 9,851.18	\$ 298,264.36	\$ 62,374.68	\$ 360,639.04

Indirect As A Percent of Direct

17.3%

Contractor Initials: **RAT**

Date: **6/19/20**

Exhibit C-2, Budget Worksheet

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

Bidder Name: Waypoint

Budget Request for: RFP-2021-DEHS-02-COMPR-11 (Comprehensive Family Support Services - Southern)

Budget Period: 07/01/2021-06/30/2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHRIS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 194,826.40	\$ 28,143.85	\$ 194,870.05	\$ -	\$ -	\$ -	\$ 194,826.40	\$ 28,143.85	\$ 194,970.05
2. Employee Benefits	\$ 39,423.95	\$ 6,720.00	\$ 43,143.95	\$ -	\$ -	\$ -	\$ 39,423.95	\$ 6,720.00	\$ 43,143.95
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,200.00	\$ 800.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 800.00	\$ 2,000.00
Purchase/Depreciation	\$ 1,000.00	\$ 800.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 800.00	\$ 1,800.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,700.00	\$ 300.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,700.00	\$ 300.00	\$ 2,000.00
6. Travel	\$ 4,000.00	\$ 1,300.00	\$ 5,300.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 1,300.00	\$ 5,300.00
7. Occupancy	\$ 15,000.00	\$ 3,500.00	\$ 18,500.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 3,500.00	\$ 18,500.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,500.00	\$ 600.00	\$ 2,100.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 600.00	\$ 2,100.00
Postage	\$ 110.00	\$ -	\$ 110.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ 110.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ 200.00	\$ 700.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 200.00	\$ 700.00
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ 58,000.00	\$ 5,000.00	\$ 61,000.00	\$ -	\$ -	\$ -	\$ 58,000.00	\$ 5,000.00	\$ 61,000.00
13. Other Organizational Dues	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
14. Other Interest Expense - Long term Financing	\$ -	\$ 5,011.00	\$ 5,011.00	\$ -	\$ -	\$ -	\$ -	\$ 5,011.00	\$ 5,011.00
15. Purchased Services/In-Kind Donations	\$ 9,851.18	\$ -	\$ 9,851.18	\$ 9,851.18	\$ -	\$ 9,851.18	\$ -	\$ -	\$ -
TOTAL	\$ 306,111.63	\$ 62,374.68	\$ 352,486.18	\$ 9,851.18	\$ -	\$ 9,851.18	\$ 296,260.35	\$ 62,374.68	\$ 342,635.00

Indirect As A Percent of Direct

17.5%

Contract Initialed *[Signature]*

Date: 6/19/20

Exhibit C-3, Budget Worksheet

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

Bidder Name: Waypoint

Budget Request for: RFP-2021-DEHS-02-COMPR-11 (Comprehensive Family Support Services)

Budget Period: 07/01/2022-06/30/2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by OHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 166,826.40	\$ 28,143.65	\$ 194,970.05	\$ -	\$ -	\$ -	\$ 166,826.40	\$ 28,143.65	\$ 194,970.05
2. Employee Benefits	\$ 36,423.95	\$ 6,720.00	\$ 43,143.95	\$ -	\$ -	\$ -	\$ 36,423.95	\$ 6,720.00	\$ 43,143.95
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,200.00	\$ 800.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 800.00	\$ 2,000.00
Purchase/Depreciation	\$ 1,000.00	\$ 800.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 800.00	\$ 1,800.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,700.00	\$ 300.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,700.00	\$ 300.00	\$ 2,000.00
6. Travel	\$ 4,000.00	\$ 1,300.00	\$ 5,300.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 1,300.00	\$ 5,300.00
7. Occupancy	\$ 15,000.00	\$ 3,500.00	\$ 18,500.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 3,500.00	\$ 18,500.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,500.00	\$ 600.00	\$ 2,100.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 600.00	\$ 2,100.00
Postage	\$ 110.00	\$ -	\$ 110.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ 110.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ 200.00	\$ 700.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 200.00	\$ 700.00
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ 56,000.00	\$ 5,000.00	\$ 61,000.00	\$ -	\$ -	\$ -	\$ 56,000.00	\$ 5,000.00	\$ 61,000.00
13. Other: Organizational Dues	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
14. Other: Interest Expense - Long term Financing	\$ -	\$ 5,011.00	\$ 5,011.00	\$ -	\$ -	\$ -	\$ -	\$ 5,011.00	\$ 5,011.00
15. Purchased Services/In-Kind Donations	\$ 9,851.18	\$ -	\$ 9,851.18	\$ 9,851.18	\$ -	\$ 9,851.18	\$ -	\$ -	\$ -
TOTAL	\$ 306,111.53	\$ 62,374.66	\$ 368,486.19	\$ 9,851.18	\$ -	\$ 9,851.18	\$ 306,260.35	\$ 62,374.65	\$ 368,635.00

Indirect As A Percent of Direct

17.5%

Contractor Initials: *BT*

Date: 6/19/20

Exhibit C-4, Budget Worksheet

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

Bidder Name: Waypoint

Budget Request for: RFP-2021-OEHS-02-COMPR-11 (Comprehensive Family Support Services - Southern)

Budget Period: 07/01/2023-06/30/2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 196,828.40	\$ 29,143.65	\$ 194,870.05	\$ -	\$ -	\$ -	\$ 196,828.40	\$ 29,143.65	\$ 194,870.05
2. Employee Benefits	\$ 36,423.95	\$ 6,720.00	\$ 43,143.95	\$ -	\$ -	\$ -	\$ 36,423.95	\$ 6,720.00	\$ 43,143.95
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,200.00	\$ 800.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ 800.00	\$ 2,000.00
Purchase/Depreciation	\$ 1,800.00	\$ 800.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ 800.00	\$ 1,800.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,700.00	\$ 300.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 1,700.00	\$ 300.00	\$ 2,000.00
6. Travel	\$ 4,000.00	\$ 1,300.00	\$ 5,300.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 1,300.00	\$ 5,300.00
7. Occupancy	\$ 15,000.00	\$ 3,500.00	\$ 18,500.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 3,500.00	\$ 18,500.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,500.00	\$ 600.00	\$ 2,100.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 600.00	\$ 2,100.00
Postage	\$ 110.00	\$ -	\$ 110.00	\$ -	\$ -	\$ -	\$ 110.00	\$ -	\$ 110.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ 200.00	\$ 700.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 200.00	\$ 700.00
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ 56,000.00	\$ 5,000.00	\$ 61,000.00	\$ -	\$ -	\$ -	\$ 56,000.00	\$ 5,000.00	\$ 61,000.00
13. Other Organizational Dues	\$ 1,200.00	\$ -	\$ 1,200.00	\$ -	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00
14. Other Interest Expense - Long Term Financing	\$ -	\$ 5,011.00	\$ 5,011.00	\$ -	\$ -	\$ -	\$ -	\$ 5,011.00	\$ 5,011.00
15. Purchased Services/In-Kind Donations	\$ 9,851.18	\$ -	\$ 9,851.18	\$ 9,851.18	\$ -	\$ 9,851.18	\$ -	\$ -	\$ -
TOTAL	\$ 300,111.85	\$ 62,374.65	\$ 342,486.18	\$ 9,851.18	\$ -	\$ 9,851.18	\$ 290,260.18	\$ 62,374.65	\$ 342,635.00

Indirect As A Percent of Direct

17.5%

Contractor Initials: *Waypoint*

Date: 6/19/20



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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.

6/19/20
Date

Vendor Name: WAYPOINT
Construction
Name: Brian Alvarez de la Cruz
Title: President/CEO



CERTIFICATION REGARDING LOBBYING

The Vendor 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.

6/19/20
Date

Vendor Name: WAYCO, INC

Name: Benjamin A. Torres de Toledo
Title: President/CEO



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

The Vendor 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.

6/19/20
Date

Vendor Name: WAYPOINT
[Signature]
Name: Bonja Alvarez de Toledo
Title: President / COO



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

The Vendor 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:

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

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

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

Exhibit G

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

Vendor Initials

Bar

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

6/19/20
Date

Vendor Name: WAYPOINT
[Signature]
Name: Erin Alvarez de Toledo
Title: President / CEO

Exhibit G

Vendor Initials [Signature]

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

Date 6/19/20



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 Vendor 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 Vendor 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.

6/19/20
Date

Vendor Name: WAYPOINT
[Signature]
Name: Soledad Alvarez de Toledo
Title: President / CEO



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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.

RSI

6/19/20



Exhibit I

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

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

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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



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.

3/2014

Contractor Initials

[Handwritten Signature]

Date 6/19/20



Exhibit I

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

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

Department of Health and Human Services	<u>WAYPOINT</u>
The State	Name of the Contractor
<u>[Signature]</u>	<u>[Signature]</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Christine Santaniello</u>	<u>Isra Alvarez de Toledo</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Director, D&HS</u>	<u>President / CEO</u>
Title of Authorized Representative	Title of Authorized Representative
<u>6/23/20</u>	<u>6/19/20</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.

6/19/20
Date

Contractor Name: WAYPOINT

Name: Sofia Alvarez de Toledo
Title: President / CEO



FORM A

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

1. The DUNS number for your entity is: 09-560-5905
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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Exhibit K

DHHS Information Security Requirements



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



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

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

[Handwritten Signature]

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

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6/17/20



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BT

6/19/20

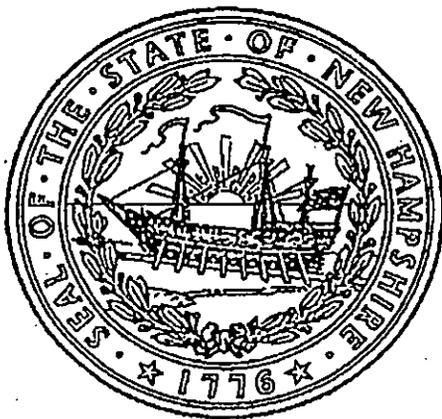
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WAYPOINT is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1914. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62585

Certificate Number: 0004898322



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, KENNETH SHELDON, Board Chair, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of WAYPOINT
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of
the Agency duly held on 12/4/18:
(Date)

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its
Department of Health and Human Services.

RESOLVED: That the PRESIDENT AND CEO
(Title of Contract Signatory)

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

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 19th day of June, 2020.

Kenneth R. Sheldon
(Signature of the Elected Officer)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2020

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Andrea Nicklin PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: anicklin@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Ins Co	NAIC # 18058
		INSURER B: Granite State Health Care and Human Services Self-	
		INSURER C: Travelers Casualty & Surety Co of America	31194
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20-21 All Lines **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	ADDC/INSR	SUBR/INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:				PHPK2151359	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				PHPK2151341	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				PHUB728723	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		HCHS20200000242	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Fidelity & Forgery				105912196	04/01/2020	04/01/2021	Limit 500,000 Deductible 5,000

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

DHHS: State of NH, Division for Children, Youth & Families are listed as additional insureds with respects to the CGL as per written contract.

CERTIFICATE HOLDER**CANCELLATION**

DHHS: State of NH Director Division for Children, Youth 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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WAYPOINT

Help Along the Way

Formerly
CHILD AND FAMILY SERVICES

MISSION STATEMENT:

Empowering people of all ages through an array of human services and advocacy



HEADQUARTERS

toll free (800) 610-6186

office (603) 518-1000

fax (603) 663-6260

64 Chestnut Street

PO Box 448

Manchester, NH 03105

waypointnh.org



WAYPOINT

Help Along the Way

WAYPOINT

Consolidated Financial Statements

For the Year Ended December 31, 2019

(With Independent Auditors' Report Thereon)

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MELANSON
ACCOUNTANTS - AUDITORS



121 River Front Drive
Manchester, NH 03102
(603) 669-6130
melansonheath.com

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
Waypoint

Additional Offices:
Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Waypoint, which comprise the consolidated statement of financial position as of December 31, 2019, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and

fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Waypoint as of December 31, 2019, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Waypoint's 2018 consolidated financial statements, and we expressed an unmodified opinion on those audited consolidated financial statements in our report dated March 26, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2018 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedules of Operating Expenses for 2019 and 2018 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 26, 2020 on our consideration of Waypoint's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Waypoint's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Waypoint's internal control over financial reporting and compliance.

Melanson Heath

May 26, 2020

WAYPOINT

Consolidated Statement of Financial Position

December 31, 2019

(with comparative totals as of December 31, 2018)

	2019		2019 Total	2018 Total
	Without Donor Restrictions	With Donor Restrictions		
ASSETS				
Current Assets:				
Cash and cash equivalents	\$ 177,479	\$ -	\$ 177,479	\$ 1,078,577
Accounts receivable, net	1,260,930	-	1,260,930	714,112
Contributions receivable	79,161	-	79,161	60,000
Prepaid expenses	145,979	-	145,979	192,744
Total Current Assets	1,663,549	-	1,663,549	2,045,433
Noncurrent Assets:				
Investments	15,894,841	2,992,179	18,887,020	16,140,394
Beneficial interest held in trusts	-	1,837,101	1,837,101	1,679,591
Property and equipment, net	6,460,382	-	6,460,382	6,358,505
Total Noncurrent Assets	22,355,223	4,829,280	27,184,503	24,178,490
Total Assets	\$ 24,018,772	\$ 4,829,280	\$ 28,848,052	\$ 26,223,923
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Accounts payable	\$ 139,382	\$ -	\$ 139,382	\$ 217,685
Accrued payroll and related liabilities	646,070	-	646,070	564,736
Other liabilities	66,628	-	66,628	67,299
Bonds payable	150,000	-	150,000	140,000
Total Current Liabilities	1,002,080	-	1,002,080	989,720
Bonds payable, net of current portion	3,915,000	-	3,915,000	4,065,000
Deferred loans - NHHFA	1,250,000	-	1,250,000	1,250,000
Interest rate swap agreements	1,072,580	-	1,072,580	885,525
Total Liabilities	7,239,660	-	7,239,660	7,190,245
Net Assets:				
Without donor restrictions	16,779,112	-	16,779,112	14,373,688
With donor restrictions	-	4,829,280	4,829,280	4,659,990
Total Net Assets	16,779,112	4,829,280	21,608,392	19,033,678
Total Liabilities and Net Assets	\$ 24,018,772	\$ 4,829,280	\$ 28,848,052	\$ 26,223,923

The accompanying notes are an integral part of these financial statements.

WAYPOINT

Consolidated Statement of Activities

For the Year Ended December 31, 2019
(with comparative totals for the year ended December 31, 2018)

	2019		2019 Total	2018 Total
	Without Donor Restrictions	With Donor Restrictions		
SUPPORT AND REVENUE:				
Support:				
Government grants	\$ 5,486,443	\$ 16,056	\$ 5,502,499	\$ 5,401,404
Contributions	426,853	869,431	1,296,284	1,722,592
In-kind contributions	87,864	-	87,864	94,633
Income from special events, net	487,018	-	487,018	369,175
Revenue:				
Service fees	5,524,270	-	5,524,270	5,422,960
Other	65,971	-	65,971	64,715
Net assets released from restriction:				
Program releases	1,194,247	(1,194,247)	-	-
Endowment releases	74,751	(74,751)	-	-
Endowment transfer to support operations	627,685	-	627,685	661,375
Total Support and Revenue	13,975,102	(383,511)	13,591,591	13,736,854
OPERATING EXPENSES:				
Program services	12,086,191	-	12,086,191	11,550,792
Management and general	1,308,438	-	1,308,438	1,380,172
Fundraising	517,402	-	517,402	427,546
Total Operating Expenses	13,912,031	-	13,912,031	13,358,510
Change in net assets before non-operating items	63,071	(383,511)	(320,440)	378,344
NON-OPERATING ITEMS:				
Investment income (loss)	2,985,010	395,291	3,380,301	(1,006,030)
Unrealized gain (loss) on interest rate swap	(187,054)	-	(187,054)	176,817
Change in beneficial interest	-	157,510	157,510	(188,315)
Interest income	1,851	-	1,851	1,608
Endowment transfer to support operations	(627,685)	-	(627,685)	(661,375)
Total Non-Operating Items	2,172,122	552,801	2,724,923	(1,677,295)
Change in net assets	2,235,193	169,290	2,404,483	(1,298,951)
Net Assets, Beginning of Year, as restated (NOTE 19)	14,543,919	4,659,990	19,203,909	20,332,629
Net Assets, End of Year	\$ 16,779,112	\$ 4,829,280	\$ 21,608,392	\$ 19,033,678

The accompanying notes are an integral part of these financial statements.

WAYPOINT

Consolidated Statement of Functional Expenses

For the Year Ended December 31, 2019
(with comparative totals for the year ended December 31, 2018)

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>2019 Total</u>	<u>2018 Total</u>
Personnel expense:					
Salaries and wages	\$ 6,901,838	\$ 814,197	\$ 340,669	\$ 8,056,704	\$ 7,780,410
Employee benefits	886,121	84,083	24,372	994,576	827,827
Payroll related costs	861,733	72,205	27,088	961,026	834,465
Mileage reimbursement	425,994	931	199	427,124	445,083
Contracted services	527,006	74,153	54,573	655,732	662,720
Subtotal personnel expense	<u>9,602,692</u>	<u>1,045,569</u>	<u>446,901</u>	<u>11,095,162</u>	<u>10,550,505</u>
Accounting	-	31,699	-	31,699	28,700
Assistance to individuals	716,800	-	-	716,800	718,608
Communications	139,255	8,358	4,741	152,354	166,740
Conferences, conventions, meetings	48,489	5,949	3,600	58,038	56,018
Depreciation	326,931	39,920	-	366,851	334,662
In-kind contributions	88,014	-	-	88,014	94,633
Insurance	65,690	9,585	2,597	77,872	74,104
Interest	251,532	67,874	-	319,406	317,772
Legal	-	20,671	-	20,671	3,949
Membership dues	22,789	1,916	3,152	27,857	29,992
Miscellaneous	30,221	14,869	1,959	47,049	40,193
Occupancy	543,136	29,481	13,070	585,687	548,507
Printing and publications	29,318	2,803	29,732	61,853	91,540
Rental and equipment maintenance	89,746	24,229	6,542	120,517	122,782
Supplies	80,964	3,366	5,099	89,429	115,040
Travel	50,614	2,149	9	52,772	64,765
Total Functional Expenses	<u>\$ 12,086,191</u>	<u>\$ 1,308,438</u>	<u>\$ 517,402</u>	<u>\$ 13,912,031</u>	<u>\$ 13,358,510</u>

The accompanying notes are an integral part of these financial statements.

WAYPOINT

Consolidated Statement of Cash Flows

For the Year Ended December 31, 2019
(with comparative totals for the year ended December 31, 2018)

	<u>2019</u>	<u>2018</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 2,404,483	\$ (1,298,951)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	366,851	334,662
Contributions restricted for endowment	-	(16,717)
Realized (gain) loss on investments	(129,565)	(136,619)
Unrealized (gain) loss on investments	(2,805,664)	1,688,070
Change in beneficial interest in trusts	(157,510)	188,315
Change in interest rate swap	187,055	(176,817)
Inclusion of new entity in consolidated financial statements	20,085	-
Changes in operating assets and liabilities:		
Accounts receivable	(546,818)	170,636
Contributions receivable	(19,161)	(20,000)
Prepaid expenses	46,765	48,802
Accounts payable	(78,303)	122,018
Accrued payroll and related liabilities	81,334	(101,766)
Other liabilities	(671)	(1,763)
Net Cash Provided (Used) By Operating Activities	(631,119)	799,870
Cash Flows From Investing Activities:		
Purchases of investments	(511,347)	(693,481)
Proceeds from sale of investments	699,950	631,845
Purchase of fixed assets	(318,582)	(426,805)
Net Cash Used By Investing Activities	(129,979)	(488,441)
Cash Flows From Financing Activities:		
Contributions restricted for endowment	-	16,717
Payment of long-term debt	(140,000)	(140,000)
Net Cash Used By Financing Activities	(140,000)	(123,283)
Net Change in Cash and Cash Equivalents	(901,098)	188,146
Cash and Cash Equivalents, Beginning	<u>1,078,577</u>	<u>890,431</u>
Cash and Cash Equivalents, Ending	<u>\$ 177,479</u>	<u>\$ 1,078,577</u>
SUPPLEMENTAL INFORMATION:		
Interest paid	<u>\$ 319,406</u>	<u>\$ 317,772</u>

The accompanying notes are an integral part of these financial statements.

WAYPOINT

Notes to Consolidated Financial Statements

For the Year Ended December 31, 2019

1. Organization

Waypoint (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 20,000 individuals, statewide, through an array of social services.

These services span the life cycle from prenatal to seniors, and can be grouped into the following categories:

Early Childhood – Family Support & Education Services

Over 4,500 parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Over 500 young children starting life at a disadvantage received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

Early Support and Services – Early Support and Services provides family-centered support and therapies to infants and toddlers who have developmental disabilities, delays or are at risk of developmental delays. Services work to optimize babies' cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, day care, playground, etc.).

Home Visiting Services – A number of different prevention programs are offered in the home during those critical early years of a child's life. A spectrum of services includes support to new mothers and those struggling to parent; services for children with chronic health conditions; prenatal services for babies being born at a disadvantage into low-income families; and programs to encourage positive early parent/child relationships and promote optimal early childhood development. Services are provided by nurses, social workers, developmental specialists, occupational therapists, health educators, and home visitors.

Adoption – A licensed child-placing agency, the Organization has been forming families through adoption since 1914. The Organization's adoption professionals provide home studies and adoption services for families looking to adopt and provide counselling and support to birthparents who are considering the adoption option.

Children, Youth, and Family - Intervention and Treatment Programs

The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents and young adults. Programs are delivered in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

Foster care – The Organization works with the State of New Hampshire in placing children who have been rescued from dangerous home environments, into safe, stable, loving homes. The Organization recruits and supports foster families and works to facilitate permanency for each child.

Home Based Services – The Organization has a number of programs provided in the family home that are designed to help families who are struggling through daily life - where children are at risk. Services work to thwart domestic violence, rebuild families, and to improve family functioning. The Organization empowers families with the skills and resources they need to provide for their children and become self-sufficient.

Runaway and Homeless Youth Services

The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

Senior Care and Independent Living

The Organization helps seniors and individuals with chronic illness or disability to live at home safely and with dignity, and to maintain quality of life. Under the title of Home Care, services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

Other Programs

Camp Spaulding – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily

operations and summer programming. This collaboration will combine a 96-year camp history, an exceptional facility, strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

The New Hampshire Children's Lobby – Established in 1971, the New Hampshire Children's Lobby is the advocacy wing of Child and Family Services. The program's mission is to improve the lives of children and families through legislative, judicial, and public policy initiatives. This combination of advocacy and direct service practice uniquely positions the Organization to serve the best interest of New Hampshire children.

The Children's Place and Parent Education Center – The Children's Place and Parent Education Center (TCP) in Concord, NH is a 501(c)(3) organization incorporated in 1978 to provide both educational and social programs and services to strengthen and enrich the lives of families with children, two months through six years old.

2. Significant Accounting Policies

Change in Accounting Principle

ASU 2014-09 Revenue from Contracts with Customers and 2018-08 Contributions Received and Contributions Made

The Organization has adopted Accounting Standards Update (ASU) No. 2014-09 - *Revenue from Contracts with Customers (Topic 606)*, as amended, and ASU No. 2018-08 *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 605)*, as management believes these standards improve the usefulness and understandability of the Organization's financial reporting.

ASU 2014-09 and 2018-08 have been implemented in 2019, and the presentation in these consolidated financial statements has been adjusted accordingly. Analysis of various provisions of these standards resulted in no significant changes in the way the Organization recognizes revenue, and therefore no changes to the previously issued audited consolidated financial statements (presented in these consolidated financial statements as comparative financial information) were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the new standards.

ASU 2016-01 Equity Investments

In 2019, the Organization adopted Financial Accounting Standards Board Accounting Standards Update (ASU) 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, which relates to the accounting for equity investments, financial liabilities under the fair value option, and the presentation and disclosure requirements for financial instruments.

Principles of Consolidation

The consolidated financial statements include Waypoint, Child and Family Realty Corporation, and The Children's Place and Parent Education Center, commonly controlled organizations. All inter-organization transactions have been eliminated.

Comparative Financial Information

The accompanying consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2018, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes, including endowments that are perpetual in nature, are excluded from this definition.

Accounts Receivable

Accounts receivable consists primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

Contributions Receivable

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Consolidated Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions receivable are written off when deemed uncollectable. Management has determined that contributions receivable are fully collectable, therefore no allowance has been recorded.

Investments

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Consolidated Statement of Financial Position. Net investment return/(loss) is reported in the Consolidated Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses.

The Organization maintains pooled investment accounts for its restricted endowment. Realized and unrealized gains and losses are allocated to the individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

Beneficial Interest Held in Trusts

The Organization is the beneficiary of perpetual charitable trusts. The beneficial interest in trusts is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from trust assets are restricted as to use and are reported as increases in net assets with donor restrictions until expended in accordance with restrictions. The value of the beneficial interest in the trusts is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in net assets with donor restrictions. The assets in the trusts will never be distributed to the Organization.

Property and Equipment

Property and equipment additions over \$1,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 5 to 50 years; or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Consolidated Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed. Assets not in service are not depreciated.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in 2019 or 2018.

Interest-Rate Swap

An interest-rate swap is utilized to mitigate interest-rate risk on bonds payable. The related liability is reported at fair value in the Consolidated Statement of Financial Position, and unrealized gains or losses are included in the Consolidated Statement of Activities.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The Board has designated, from net assets without donor restrictions, net assets for a board-designated endowment.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

The Organization recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give - that is, those with a measurable performance or other barrier and a right of return - are not recognized until the conditions on which they depend have been met. The Organization records special events revenue equal to the fair value of direct benefits to donors, and contribution income for the excess received when the event takes place.

A portion of the Organization's revenue is derived from cost-reimbursable contracts and grants, which are conditioned upon certain performance requirements and/ or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position.

Revenues derived from providing program services, including facility rentals, are recognized as the services are provided. Revenue related to facility rentals is recognized when the performance obligation of providing the space is satisfied. Program services fees paid in advance are deferred to the period to which they relate. All other amounts paid in advance are deferred to the period in which the underlying event or rental takes place. Due to the nature and timing of the performance and/or transfer of services, certain contract liabilities at December 31 of each year are recognized in the following year.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the consolidated financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received.

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Consolidated Statement of Activities. The Consolidated Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Measure of Operations

The Consolidated Statement of Activities reports all changes in net assets, including changes in net assets from operating and non-operating activities. Operating activities consist of those items attributable to the Organization's ongoing programs and services and include the Organization's annual endowment transfer to support operations. Non-operating activities are limited to resources outside of those programs and services and are comprised of non-recurring gains and losses on sales and dispositions, investment income, changes in the value of beneficial interests and interest rate swaps.

Income Taxes

Waypoint and the Children's Place and Parent Education Center have been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as organizations described in IRC Section

501(c)(3), qualify for charitable contribution deductions, and have been determined not to be private foundations. Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

Each entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, each is subject to income tax on net income that is derived from business activities that are unrelated to their exempt purpose. In 2019 and 2018, Waypoint was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of consolidated financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates, and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates. Investments are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Investment Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the consolidated financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs

that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for certain assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's consolidated financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of endowment investments (Note 6) – Level 1.
- Recurring measurement of beneficial interests in trusts (Note 7) – Level 3.

- Recurring measurement of line of credit (Note 9) – Level 2.
- Recurring measurement of bonds payable and interest rate swap (Note 10) – Level 2.
- Recurring measurement of deferred loans (Note 11) – Level 2.

The carrying amounts of cash and cash equivalents, accounts and contributions receivable, prepaid expenses, accounts payable, accrued payroll and related liabilities, and other liabilities approximate fair value due to their short-term nature.

New Accounting Standards to be Adopted in the Future

Leases

In February 2016, the Financial Accounting Standards Board issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the Statement of Financial Position at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statement of Activities. This ASU will be effective for the Organization for the year ending December 31, 2021. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Consolidated Statement of Financial Position, are comprised of the following at December 31, 2019:

Financial assets at year end:		
Cash and cash equivalents	\$	177,479
Accounts receivable, net		1,260,930
Contributions receivable		79,161
Investments		18,887,020
Beneficial interest held in trusts		<u>1,837,301</u>
Total financial assets		22,241,691
Less amounts not available to be used within one year:		
Net assets with donor restrictions	4,829,280	
Less:		
Net assets with purpose restrictions to be met in less than a year	(538,689)	
Donor-restricted endowment subject to spending policy rate (4.00%) and appropriation	<u>(98,140)</u>	4,192,451
Board-designated endowment	15,894,841	
Less: Board-designated endowment annual spending policy rate (4.00%)	<u>(563,860)</u>	<u>15,330,981</u>
Less total amounts not available to be used within one year		<u>19,523,432</u>
Financial assets available to meet general expenditures over the next year	\$	<u>2,718,259</u>

Endowment funds consist of donor-restricted endowments and funds designated by the Board to function as endowments. Income from donor-restricted endowments is restricted for specific purposes. The portion of endowment funds that are perpetual in nature are not available for general expenditure.

Board-designated endowment is subject to an annual spending rate as determined by the Board. Although there is no intention to spend from board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation), these amounts could be made available if necessary.

As part of its liquidity management plan, the Organization also has a \$1,500,000 revolving line of credit available to meet cash flow needs.

4. Accounts Receivable

Accounts receivable consist of the following at December 31, 2019 and 2018:

	2019			2018		
	Receivable	Allowance	Net	Receivable	Allowance	Net
Grants receivable	\$ 678,502	\$ -	\$ 678,502	\$ 379,362	\$ -	\$ 379,362
Fees for service	584,728	(2,300)	582,428	338,650	(3,900)	334,750
Total	\$ 1,263,230	\$ (2,300)	\$ 1,260,930	\$ 718,012	\$ (3,900)	\$ 714,112

5. Prepaid Expenses

Prepaid expenses at year end relate primarily to prepaid insurance and contracts.

6. Investments

Investments at fair value consist of mutual funds totaling \$18,887,020 and \$16,140,394 at December 31, 2019 and 2018, respectively. During 2019, the Organization recognized \$2,935,229 of net gains and losses on investments. Of that amount, \$2,935,229 was recognized on investments of equity securities held at December 31, 2019.

Under the terms of the Organization's line of credit agreement (Note 9), the Organization has agreed not to pledge these investments as security on any other debt.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2019 was 4.25% of the average fair market value of all investments over the previous twelve quarters.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of the December 31, 2019. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

The Organization uses the following ways to determine the fair value of its investments:

Mutual funds: Determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

7. Beneficial Interest Held in Trusts

The Organization is the sole beneficiary of three funds that are administered by the New Hampshire Charitable Foundation (NHCF). Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors.

At December 31, 2019 and 2018, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$858,994 and \$800,624, respectively.

In addition, the Organization has a split-interest in three charitable remainder trusts. The assets are held in trust by banks as permanent trustees of the trusts. The fair value of these beneficial interests is determined by applying the Organization's percentage interest to the fair value of the trust assets as reported by the trustee.

<u>Trust</u>	<u>Percentage Interest</u>	<u>2019</u>	<u>2018</u>
Greenleaf	100%	\$ 384,004	\$ 350,806
Spaulding	100%	332,956	297,837
Cogswell	50%	<u>261,147</u>	<u>230,324</u>
Total		<u>\$ 978,107</u>	<u>\$ 878,967</u>

Beneficial interest held in trusts is reported at fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions.

8. Property, Equipment, and Depreciation

Property and equipment is comprised of the following at December 31, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Land and land improvements	\$ 1,114,949	\$ 1,114,949
Buildings and improvements	8,862,063	8,335,089
Furniture, fixtures, and equipment	843,251	796,686
Vehicles	107,581	107,581
Software	377,333	285,372
Construction in progress	<u>5,415</u>	<u>38,870</u>
Subtotal	11,310,592	10,678,547
Less accumulated depreciation	<u>(4,850,210)</u>	<u>(4,320,042)</u>
Total	<u>\$ 6,460,382</u>	<u>\$ 6,358,505</u>

9. Line of Credit

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2019 and was extended through June 30, 2020. The line is secured by a first lien on accounts receivable, double negative pledge on all investments of the borrower, and carries a variable rate of interest at the Wall Street Journal prime rate (4.75% at December 31, 2019), adjusted daily. At December 31, 2019, the balance on this line of credit was \$529.

10. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As

a result, the cost of the interest rate swap for 2019 and 2018 is added to interest expense in the Consolidated Statement of Functional Expenses. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2019 and 2018, the Organization recorded the swap liability position of \$1,072,580 and \$885,525, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted-period LIBOR (30 day) rate and 325 basis-points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2019, the Organization was in compliance with these covenants.

The following is a summary of future payments on the previously mentioned bonds payable:

<u>Year</u>	<u>Amount</u>
2020	\$ 150,000
2021	160,000
2022	165,000
2023	175,000
2024	180,000
Thereafter	<u>3,235,000</u>
Total	\$ <u>4,065,000</u>

11. Deferred Loans - NHHFA

Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire.

12. Endowment Funds

The Organization's endowment consists of various individual funds established for a variety of purposes. Endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Board-designated Endowment

As of December 31, 2019, the Board of Trustees had designated \$15,894,841 of net assets without donor restrictions as a general endowment fund to support the mission of the Organization.

Donor-designated Endowments

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date for donor-restricted perpetual endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as perpetually restricted net assets (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts to the endowment, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. The remaining portion of the donor-restricted endowment fund that is not classified as perpetually restricted is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

Funds with Deficiencies

The Organization considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Organization complies with UPMIFA and has interpreted UPMIFA to permit spending from underwater funds in accordance with prudent measures required under the law. The Organization had no underwater endowment funds at December 31, 2019.

Investment Policy

The Organization has adopted an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve and enhance the principal of the fund and, at the same time, provide a dependable source of support for current operations and programs. The withdrawal from the fund in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Experience has shown financial markets and inflation rates are cyclical and, therefore, control of volatility will be achieved through investment styles. Asset allocation parameters have been developed for various funds within the

structure, based on investment objectives, liquidity needs, and time horizon for intended use.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs. Total return is defined as dividend or interest income plus realized and unrealized capital appreciation or depreciation at fair market value.

Spending Policy

The Organization's spending policy rate in 2019 was 4.25% of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of endowment net assets as of December 31, 2019 and changes in endowment net assets for the year ended December 31, 2019 are as follows:

	Without Donor Restrictions	With Donor Restrictions			Total	Total Net Endowment Assets
		Purpose Restricted	Cumulative Appreciation	Perpetually Restricted		
Endowment net assets, beginning of year	\$ 14,007,444	\$ -	\$ 453,544	\$ 1,679,406	\$ 2,132,950	\$ 16,140,394
Contributions	66,325	-	-	-	-	66,325
Appropriations from endowment	(625,249)	-	(74,751)	-	(74,751)	(700,000)
Temporary appropriation for purpose-restricted net assets	(538,689)	538,689	-	-	538,689	-
Investment income, net	2,985,010	-	395,291	-	395,291	3,380,301
Endowment net assets, end of year	\$ <u>15,894,841</u>	\$ <u>538,689</u>	\$ <u>774,084</u>	\$ <u>1,679,406</u>	\$ <u>2,997,179</u>	\$ <u>18,887,020</u>

13. Net Assets

Net assets without donor restriction are comprised of the following at December 31, 2019 and 2018:

	2019	2018
Undesignated net assets	\$ 884,271	\$ 366,244
Board designated endowment	<u>15,894,841</u>	<u>14,007,444</u>
Total	\$ <u>16,779,112</u>	\$ <u>14,373,688</u>

Net assets with donor restrictions are comprised of the following at December 31, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Subject to expenditure for specified purpose:		
Camp	\$ 71,265	\$ 113,699
Child abuse prevention	98,265	153,836
Family counseling	9,398	14,160
Family resource center	34,569	-
Homecare	111,587	92,430
Human trafficking	10,000	30,000
IT and other projects	108,522	208,891
Teen and youth	95,083	234,433
	<u>538,689</u>	<u>847,449</u>
Endowment:		
Accumulated earnings restricted by donors for:		
General operations	176,893	131,716
Camp operations	198,902	92,896
Other purposes	398,289	228,932
	<u>774,084</u>	<u>453,544</u>
Original gift restricted by donors for:		
General operations	133,407	133,407
Camp operations	548,988	548,988
Other purposes	997,011	997,011
	<u>1,679,406</u>	<u>1,679,406</u>
Total restricted endowment	2,453,490	2,132,950
Not subject to spending policy or appropriation:		
Beneficial interest in trusts	<u>1,837,101</u>	<u>1,679,591</u>
Total	<u>\$ 4,829,280</u>	<u>\$ 4,659,990</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the year ended December 31, 2019:

Satisfaction of purpose restrictions:	
Camp	\$ 119,417
Child abuse prevention	150,071
Family counseling	41,834
Family resource center	2,211
Homecare	295,499
Human trafficking	50,000
IT and other projects	312,866
Teen and youth	<u>222,349</u>
	1,194,247
Restricted-purpose spending-rate distributions and appropriations:	
General operations	11,268
Camp operations	27,789
Other purposes	<u>35,694</u>
	74,751
Total	\$ <u>1,268,998</u>

14. Assistance to Individuals

The \$716,800 in "Assistance to individuals" (see Consolidated Statement of Functional Expenses) is comprised of the following (rounded to the nearest thousand):

Payment to parents of foster children	\$ 302
Housing assistance to youth at risk of homelessness	144
Gift cards provided to families during holiday season	59
Food for at risk youth	25
Other assistance such as medical, childcare, transportation, and family activities	<u>186</u>
Total	\$ <u>716</u>

15. Functionalized Expenses

The consolidated financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses

require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include clerical, IT, and administration, which are allocated to program and supporting services based primarily on a percentage of personnel costs related to programs and supporting services.

16. Defined Contribution Plan

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2019 and 2018, respectively.

17. Operating Leases

The Organization leases office space under the terms of non-cancellable lease agreements that expired at various times during 2019. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$182,763 and \$182,368 for the years ended December 31, 2019 and 2018, respectively.

18. Related Party Transactions

The Organization procures a portion of their legal services from a local law firm that employs an attorney who also serves on the Organization's Board of Directors. The attorney board member does not personally perform the legal services. For the year ended December 31, 2019, the total legal expense from related parties was \$15,680.

19. Prior Period Restatement

Beginning net assets for 2019 have been increased by \$170,231 to include the assets, liabilities, and net assets of The Children's Place and Parent Education Center, which is now included in these consolidated financial statements. On November 1, 2019 Waypoint's Board of Directors took over responsibility for this organization. The comparative totals that are presented with these consolidated financial statements have not been restated.

20. Concentration of Risk

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is

dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

21. Subsequent Events

Subsequent events have been evaluated through May 26, 2020, the date the consolidated financial statements were available to be issued.

The COVID-19 outbreak in the United States (and across the globe) has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on our individuals served, employees, and vendors, all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain. In response to the impact that COVID-19 has had on our Organization, a Paycheck Protection Program (PPP) Loan was applied for, and \$1,741,500 received on April 24, 2020.

WAYPOINT

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2019

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2019 Total
Salaries and wages	\$ 392,683	\$ 811,578	\$ 1,797,236	\$ 1,565,113	\$ 359,348	\$ 1,758,488	\$ 88,632	\$ 121,616	\$ 7,144	\$ 6,901,838	\$ 814,197	\$ 340,669	\$ 8,056,704
Employee benefits	36,382	123,479	255,330	224,471	31,739	198,672	11,097	3,730	1,221	886,121	84,083	24,372	994,576
Payroll related costs	55,625	95,590	231,536	195,954	42,973	220,779	9,016	9,631	629	861,733	72,205	27,088	961,025
Mileage reimbursement	4,517	37,961	230,948	66,254	21,254	63,078	1,726	203	53	425,994	931	199	427,124
Contracted services	10,066	53,084	85,374	138,533	25,490	26,769	6,713	5,386	174,591	527,006	74,153	54,573	655,732
Accounting	-	-	-	-	-	-	-	-	-	-	31,699	-	31,699
Assistance to Individuals	57	231,226	355,852	115,078	8	-	7,614	-	6,965	716,800	-	-	716,800
Communications	4,283	37,260	37,355	35,008	5,136	16,498	1,949	1,313	453	139,355	8,358	4,741	152,354
Conferences, conventions, meetings	1,480	5,540	4,918	8,887	868	9,187	350	16,987	272	48,489	5,949	3,600	58,038
Depreciation	8,408	130,051	49,246	44,442	8,408	8,408	4,804	2,402	70,762	326,931	39,920	-	366,851
In-kind contributions	-	45,647	42,367	-	-	-	-	-	-	88,014	-	-	88,014
Insurance	4,078	11,053	21,357	17,108	3,377	7,044	703	760	210	65,690	9,585	2,597	77,872
Interest	13,973	39,926	81,848	73,863	13,974	13,974	7,985	3,993	1,996	251,532	67,874	-	319,406
Legal	(7,826)	-	-	-	-	7,826	-	-	-	-	-	-	20,671
Membership dues	5,699	1,530	2,425	8,235	385	3,466	170	767	112	22,789	1,916	3,152	27,857
Miscellaneous	(28,712)	3,212	3,536	8,736	2,618	33,253	6,686	234	658	30,221	14,869	1,959	47,049
Occupancy	58,958	191,947	163,147	101,733	11,823	6,880	3,105	3,915	1,628	543,136	29,481	13,070	585,687
Printing and publications	1,565	4,042	3,924	10,568	1,356	5,734	1,020	951	158	29,318	2,803	29,732	61,853
Rental and equipment maintenance	(692)	14,221	28,684	26,300	4,936	11,373	2,754	1,414	756	89,746	24,229	6,542	120,517
Supplies	10,530	32,348	19,132	13,321	1,185	3,297	502	574	75	80,964	3,366	5,099	89,429
Travel	3,779	22,015	8,192	14,803	851	-	112	438	424	50,614	2,149	9	52,772
Total	\$ 574,853	\$ 1,891,710	\$ 3,423,407	\$ 2,668,407	\$ 535,729	\$ 2,394,726	\$ 154,938	\$ 174,314	\$ 268,107	\$ 12,086,191	\$ 1,308,438	\$ 517,402	\$ 13,912,031

See Independent Auditors' Report.

WAYPOINT

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2018

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camps	Total Program	Management and General	Fundraising	2018 Total
Salaries and wages	\$ 466,270	\$ 940,297	\$ 1,571,090	\$ 1,435,811	\$ 344,092	\$ 1,649,913	\$ 81,328	\$ 118,831	\$ 6,728	\$ 6,614,360	\$ 849,923	\$ 316,127	\$ 7,780,410
Employee benefits	39,799	135,622	190,979	181,757	33,660	144,054	12,964	2,883	897	742,615	56,141	19,071	827,827
Payroll related costs	56,967	100,911	173,279	161,282	37,294	196,825	7,437	9,278	521	743,794	65,549	25,122	834,465
Mileage reimbursement	5,860	41,849	249,506	66,137	18,647	59,274	1,294	69	156	442,792	1,878	413	445,083
Contracted services	28,809	43,507	95,385	165,055	20,355	23,246	9,429	2,312	171,937	560,035	96,132	6,553	662,720
Accounting	-	-	-	-	-	-	-	-	-	-	28,700	-	28,700
Assistance to individuals	5,054	190,794	368,345	133,826	-	3,014	10,071	-	7,494	718,608	-	-	718,608
Communications	8,493	38,575	41,973	33,808	4,940	16,451	1,998	1,522	584	148,344	10,147	8,249	166,740
Conferences, conventions, meetings	3,014	3,681	2,415	19,919	1,544	1,649	3	1,957	1	34,183	19,533	2,302	56,018
Depreciation	7,672	118,639	44,925	40,542	7,670	7,670	4,383	2,191	64,553	298,245	36,417	-	334,662
In-kind contributions	1,510	61,077	27,626	-	-	-	-	-	-	90,213	3,420	1,000	94,633
Insurance	5,681	11,048	17,880	15,802	3,228	6,877	711	775	168	62,170	9,468	2,466	74,104
Interest	13,902	39,721	81,429	73,485	13,903	13,903	7,944	3,972	1,986	250,245	67,527	-	317,772
Legal	-	-	-	-	-	-	-	-	-	-	-	3,949	3,949
Membership dues	1,531	1,254	1,224	7,241	8	6,366	3	502	3	18,132	7,947	3,913	29,992
Miscellaneous	1,647	4,518	6,725	3,475	1,052	5,881	648	174	232	24,352	13,167	2,674	40,193
Occupancy	45,179	148,763	140,092	111,318	10,107	27,452	3,222	3,597	5,859	495,619	41,188	11,700	548,507
Printing and publications	2,881	9,092	14,541	12,070	3,003	12,054	435	1,220	672	55,958	12,656	22,915	91,540
Rental and equipment maintenance	5,310	15,574	30,366	27,270	5,186	6,293	2,860	1,485	823	95,167	25,586	2,029	122,782
Supplies	10,874	26,700	21,931	17,739	3,589	12,408	654	719	71	96,685	17,700	2,655	115,040
Travel	958	36,453	4,662	14,225	989	3,233	134	147	464	61,265	3,144	356	64,765
Total	\$ 711,421	\$ 1,968,075	\$ 3,084,373	\$ 2,520,762	\$ 509,267	\$ 2,196,563	\$ 145,518	\$ 151,634	\$ 263,179	\$ 11,550,792	\$ 1,380,172	\$ 427,546	\$ 13,358,510

See Independent Auditors' Report.



WAYPOINT

Help Along the Way

Formerly
CHILD AND FAMILY SERVICES

BOARD OF TRUSTEES

SEPTEMBER 2019

Borja Alvarez de Toledo

President and CEO

Lauren Adams

Melissa Biron

Elaine Brody

Nina Chang

Bill Conrad

Maria Devlin

Tiffany Diamond

Jane Gile

Wendy Gladstone

Brad Kuster

Marilyn Mahoney

Holly Mintz

Lyndsee Paskalis

Shayleen Roberts

Mark Rouvalis

Ken Sheldon

Jeffrey Seifert

Stephanie Singleton

Jennifer Stebbins



HEADQUARTERS

toll free (800) 670.6486

office (603) 518.4000

fax (603) 688.6260

464 Chestnut Street

Manchester, NH 03105

waypointnh.org

Borja Alvarez de Toledo, M.Ed.

464 Chestnut St, Manchester, NH. 03105/ [REDACTED]
alvarezdetoledob@waypointnh.org

Professional Profile

- A seasoned leader with more than 18 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

Professional Experience

Waypoint, formerly Child and Family Services of New Hampshire
Manchester, NH

December 2013- Present

~ President and CEO

- Responsible for program planning and development, insuring that Waypoint meets the community needs.
- Advance the public profile of Waypoint by developing innovative approaches and building productive relationships with government, regional and national constituencies.
- Acts as advisor to the Board of Directors and maintains relationships with the regional Boards
- Responsible for all aspects of financial planning, sustainability and oversight of Waypoint's assets
- Work with Development staff and Board of Directors to design and implement all fundraising activities, including cultivation and solicitation of key individuals, foundations and corporations

Riverside Community Care
Dedham, MA

2009- 2013

~ Division Director, Child and Family Services

- Responsible for strategic vision, planning and implementation of the programmatic, operational and financial sustainability of a \$17M division with more than 300 employees.
- In partnership with The Guidance Center, Inc.'s board of directors, played leadership role in successfully merging with Riverside Community Care, through a process that involved strategic planning, analysis and selection of a viable partner.
- Provide supervision to managers using a strength based approach and a collaborative coaching model to leadership development.

The Guidance Center, Inc.
Cambridge, MA

1998 - 2009

~ Chief Operating Officer

2007 - 2009

- Hired initially as Director of an intensive home-based family program and through successive promotions became responsible for all operations in the organization.
- Responsible for supervision of Division Directors, strategic planning and development of new initiatives.
- Developed strategic relationships with state and local funders, and partnered with community agencies to support the healthy growth of children and families.

Private Practice in Psychotherapy and Clinical Consultation
Madrid, Spain

1992 - 1998

Universidad Pontificia de Comillas
Madrid, Spain

1991 - 1998

~Adjunct Faculty

- Taught graduate level courses in Family and Couples Therapy program
- Practicum program supervisor: Supervised first year Master's Degree students through live supervision in the treatment of multi-problem families.

Centro Médico-Psicopedagógico.
Madrid, Spain

1994 - 1997

~Clinical Coordinator/Director of Training.

- Member of a multi-disciplinary team that provided assessment and treatment to families victims of terrorism and had developed Post Traumatic Stress Disorder.

ITAD (Institute for Alcohol and Drug Treatment),
Madrid, Spain

1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

- Provided evaluation and treatment for chemically dependent adults and their families.

~ Senior Family Therapist, Couples and Family Therapy Program

- Worked as a family therapist in the evaluation and treatment of adolescents and families.

Charles River Health Management
Boston, MA

1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

Graduate Certificate of Business

University of Massachusetts, Lowell, 2000.

Master's Degree in Education

Counseling Psychology Program. Boston University, 1989.

B.A. in Clinical Psychology

Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

- 2009 Ayers, S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.), *Social Worker's Desk Reference* (2nd ed.), New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field*. Presented at the 19th Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.
- 2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care*. Symposium presented at the 14th Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.
- 2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention*. In Lightburn, A., P. Sessions. *Handbook of Community Based Clinical Practice*. Oxford University Press, 2006, England.
- 2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program*. In Newman, J.C., C. Liberton, K. Kutash and R. Friedman, (Eds.) *A System of Care for Children's Mental Health: Expanding the Research Base* (2002), pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.
- 1994-98 Research papers and professional presentations in peer reviewed journals in Spain

Languages

Fluent in Spanish, French and Italian.

COLLEEN M. IVES

CHIEF OPERATING OFFICER

Proactive executive with a formidable record of driving systemic change and business expansion. Nimble administrator with strategic planning, business process improvement, cost controls and performance management experience. Collaborative leader with inspirational and decisive management style who achieves exceptional, rather than expected, results. Catalyst for open communications towards a climate of learning to benefit company and individuals.

PROFESSIONAL EXPERIENCE

WAYPOINT, Manchester, NH • 2018-Present

Statewide private nonprofit that works to advance the well-being of children and families through an array of community-based services.

Chief Operating Officer

- Oversees all aspects of program delivery including; fiscal and personnel management, quality assurance and program development

ROCKPORT MORTGAGE CORPORATION, Gloucester, MA • 2008-2017

Leading national lender of US Housing & Urban Development insured commercial loans in healthcare, multifamily and affordable housing sectors.

Vice President, Operations & Quality Control

- Report to principals with overall responsibility for achieving strategic objectives through oversight of the day-to-day operations of five multi-disciplinary underwriting teams by providing support at the transactional level as well as in the development of procedures and operating practices to match RMC's continued growth.
- Ensure RMC'S compliance with their federally mandated Quality Control Plan through employee development initiatives, monitoring of RMC'S operational practices while integrating new HUD directives into RMC'S existing best practices.

IVES DEVELOPMENT ASSOCIATES, Manchester, NH • 2005-2016

Consultancy providing strategic planning and leadership development to public, private and nonprofit companies throughout New England.

Principal

Design and facilitate customized corporate retreats, including strategic planning sessions, executive and Board of Directors' training and development, creation or re-affirmation of vision, mission and values and efforts to re-align leadership around key priorities and future direction of the organization. Integrate opportunities to shift organizational culture to more open and candid communications.

- Led an 18-month comprehensive change initiative that:
 - Resulted in the development of a transition plan for the assimilation of an Interim Executive Director including an operations plan that aimed to recalibrate the culture;
- Transformed climate of accountability for a \$55M client by implementing Balanced Scorecard strategic measurement system. Designed, coordinated and facilitated on-site internal and external analysis of 11 retail locations in 9 states, analyzing threats and weaknesses in business to build a platform for growth.

CAREER NOTE: Concurrent with consulting enterprise (2006 – 2010), designed and taught introductory and upper level psychology and sociology courses at Granite State College in Concord, Manchester and Portsmouth, New Hampshire.

GRANITE STATE INDEPENDENT LIVING, Concord, NH • 2001-2005

Statewide nonprofit offering long-term care, employment, transportation, advocacy, and other community-based services.

Acting Executive Director & Chief Operating Officer

Led internal operations, including service and program delivery, finance, human resources, fundraising and marketing. Transformed organization's culture by promoting a climate of excellence, systemic solutions and learning that benefited the organization and individual employees. Evaluated operational results and facilitated business processes and controls that promoted efficiency and internal information flow. Developed short- and long-range operating plans. Supported up to 14 management-level employees, staff of 90, and \$13M annual operating budget. Held complete performance management authority as well as autonomy to engage in private and state/federal contracts.

- Increased revenue by 78% with more effective grant administration, successful applications for new competitive grants, initiating a comprehensive development / fundraising plan, and increasing the fee-for-service lines of business.
- Increased consumers served from 400 to 3,000+ individuals within three-year period by restructuring existing programs, developing new programs and increasing program accountability with monthly management reports.
- Established foundation for 36-month capacity building plan to enhance infrastructure and overall operations by conducting full organizational audit and successfully presenting to Board of Directors.
- Expanded services and leveraged long-term grant opportunity through company acquisition. Successfully integrated organizational cultures and business practices, including human resource policies, management teams and compensation/benefits.
- Recommended, designed and implemented internal controls and operating procedures for all departments (Human Resources, Finance, Public Relations/ Development, Long-Term Care, Community Living and Employment Services).
- Increased efficiency, raised credibility of financial reporting and reduced headcount by implementing state of the art technology with expertise of retained IT consultant.

NEW HAMPSHIRE DEPARTMENT OF EDUCATION, VOCATIONAL REHABILITATION, SERVICES FOR BLIND AND VISUALLY IMPAIRED, Concord, NH • 1992-2000

Statewide organization providing Registry of Legal Blindness, Sight Services for Independent Living, Vocational Rehabilitation and a Business Enterprise program.

Statewide Director

Managed professional staff of 8 to deliver services that included 15 statewide rehabilitative support groups, career counseling and vending machine/food service enterprises in State and Federal buildings.

- Awarded \$1.2M 3-year federal grant to provide peer support services in 15 locations across the state
- Led Department to highest rank in standards and benchmarks among 7 other regional offices.
- Enhanced team atmosphere by integrating 4 distinct statewide programs into a cohesive unit.
- Cultivated relationships and formal partnerships with various stakeholders in the statewide network of social and human services and employment arenas.

EDUCATION

**Doctorate in Human and Organizational Systems
Master of Arts in Human Development
Fielding Graduate University, Santa Barbara, California**

**Master of Arts/CAGS in Rehabilitation Counseling
Bachelor of Arts in Psychology and Philosophy
Assumption College, Worcester, Massachusetts**

Gina Corey Ferrante, C.P.A.



Core Skills:

- System Integration
- Internal Controls
- Audit Preparation
- Policies and Procedures
- Budget Preparation and Analysis
- Streamlining accounting processes

Work Experience:

Community Teamwork, Inc. 2013-2019 Lowell, Massachusetts

Director of Finance and Accounting

Reporting to the CFO, manage staff in the accounting department and coordinating annual budget for \$90 million agency providing housing, WIC, Energy and Child Care Services to low-income individuals

- Prepare agency cost allocations
- Ensure compliance with agency's 150 federal, state and private contracts
- Prepare agency budgets and analyze financial results
- Analyze and improve accounting processes and fiscal controls throughout the agency
- Oversees the financial management of the organization and monitoring of organizational performance and fiscal controls
- Coordinate Annual Audit and review Accounting Pronouncements for applicability

Michael F. Reilly, PC 2006-2013 Haverhill, Massachusetts

Audit Manager

- Planned and managed the audit process for several non-public companies and not-for-profit organizations including the Northern Essex Community College Foundation, ARC of Northeast Haverhill and Simple Living, Inc.
- Worked with clients to help improve efficiencies and establish accounting controls
- Prepared tax returns for individuals and non-public and not-for-profit corporations

Digital Equipment Corporation 1987-1992 Acton, Massachusetts

Accounting Systems Analyst

- Designed and installed accounting systems for Digital and Digital customers
- Internal Auditor
- Audited departments internal to Digital in preparation for the outside auditors

Epsilon Data Management 1985-1987

Burlington, Massachusetts

Director of Accounting

- Managed the monthly/quarterly closing process
- Prepared financial statements (B/S, P&L, & Cash flows)
- Performed analytical analysis
- Managed, supported and prepared the quarterly and year-end audit schedules

Ryder Systems, Inc. 1984-1985

Miami, Florida

Manager of Accounting

- Managed the monthly/quarterly closing process
- Prepared financial statements (B/S, P&L, & Cash flows)
- Performed analytical analysis
- Prepared the quarterly and year-end audit schedules

Price Waterhouse 1981-1984

Miami, Florida

Senior Accountant

- Planned, and managed the audit process for several non-public companies including the Miami Dolphins, and area construction companies
- Prepared tax returns for individuals and small corporations during the busy season

Education:

Florida International University

Masters of Science in Taxation

University of Miami

BBA Accounting

Systems: Abila Fund Accounting, Office (Word, Excel, PowerPoint), Outlook, QuickBooks, ProFx

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Borja Alvarez de Toledo	CEO	185,411	0%	
Colleen Ives	COO	114,400	0%	
Gina Ferrante	CFO	115,000	0%	

Subject: Comprehensive Family Support Services RFP-2021-DEHS-02-COMPR-02

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

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION:

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name Children Unlimited Inc.</p>		<p>1.4 Contractor Address 182 West Main Street P.O. Box 986 Conway, NH 03818</p>	
<p>1.5 Contractor Phone Number (603) 447-6356</p>	<p>1.6 Account Number 05-095-042-421010- 29680000-102-500734, 05-095-042-421010- 29730000-102-500734, 05-095-042-421010- 29660000-102-500734, 05-095-045-450010- 61270000-102-500731, 05-095-045-450010- 61460000-502-500891, 05-095-090-902010- 51900000-102-500731, 05-095-042-421010- 29580000-645-504004</p>	<p>1.7 Completion Date June 30, 2024 <i>dy</i> June 30, 2024</p>	<p>1.8 Price Limitation \$734,720</p>
<p>1.9 Contracting Officer for State Agency Nathan D. White, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature <i>[Signature]</i> Date: 6/22/2021</p>		<p>1.12 Name and Title of Contractor Signatory Andres Valera, Executive Director</p>	
<p>1.13 State Agency Signature <i>Christine Santaniello</i> Date: 6/25/20</p>		<p>1.14 Name and Title of State Agency Signatory Christine Santaniello, Director, DEHS</p>	

Contractor Initials *[Signature]*
Date 6/24/21

1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>	
By:	Director. On:
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>	
By: <i>/s/Christen Lavers</i>	On: <i>6/28/20</i>
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>	
G&C Item number:	G&C Meeting Date:

Contractor Initials *dlj*
Date *6/28/20*

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1,17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020. ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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EXHIBIT B

Scope of Services

1. Statement of Work

1.1. General Services

- 1.1.1. The Contractor shall provide services to pregnant and parenting women and other families with children up to twenty-one (21) years of age who are:
 - 1.1.1.1. At risk for experiencing difficulty with:
 - 1.1.1.1.1. Pregnancy.
 - 1.1.1.1.2. Health and nutrition.
 - 1.1.1.1.3. Education and employment.
 - 1.1.1.1.4. Parenting challenges.
 - 1.1.1.1.5. Social isolation.
 - 1.1.1.1.6. Substance use disorders.
 - 1.1.1.1.7. Mental health events.
 - 1.1.1.1.8. Child abuse and neglect.
 - 1.1.1.1.9. Substance exposed infants.
 - 1.1.1.2. At risk for child abuse and neglect; and
 - 1.1.1.3. Perinatal families of substance exposed infants.
 - 1.1.1.4. Seeking Comprehensive Family Support Services (CFSS) in a voluntary manner.
- 1.1.2. The Contractor shall provide services at 182 West Main Street, Conway, NH and other locations, as mutually agreed upon between the Contractor and the client, within the Department of Health and Human Services Conway District Office Catchment Area.
- 1.1.3. The Contractor shall provide voluntary Comprehensive Family Support Services.
- 1.1.4. For the purposes of this agreement, all references to days shall mean business days.
- 1.1.5. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 7:30 AM to 5:30 PM, excluding state and federal holidays.

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- 1.1.6. The Contractor shall obtain the FRC-Q designation no later than the contract completion date, ensure a formal FRC-Q application is submitted to the New Hampshire Children's Trust and the Wellness and Prevention Committee no later than April 1, 2021.
- 1.1.7.
- 1.1.8. The Contractor shall collaborate with the Department and its Facilitating Organization to ensure a statewide system of CFSS.
- 1.1.9. The Contractor shall attend quarterly meetings for Comprehensive Family Support Services (CFSS), as scheduled by the Department.
- 1.1.10. The Contractor shall provide CFSS utilizing the Strengthening Families Framework and addressing Protective Factors, which may be provided through a variety of methods, as determined to be convenient for clients and families, which include, but are not limited to:
 - 1.1.10.1. Home visiting services.
 - 1.1.10.2. Workshops.
 - 1.1.10.3. Support groups.
 - 1.1.10.4. Utilizing the Strengthening Families Framework.
 - 1.1.10.5. The No Wrong Door approach.
 - 1.1.10.6. Addressing protective factors.
 - 1.1.10.7. Community Events.
- 1.1.11. The Contractor shall provide services designed to prevent child maltreatment, neglect and Juvenile Justice Involvement by ensuring:
 - 1.1.11.1. Services are trauma informed.
 - 1.1.11.2. Parenting education and family support is available through a variety of evidence-based curriculums; and
 - 1.1.11.3. Age appropriate education is available utilizing Bright Futures-Guidelines for Health Supervision of Infants, Children and Adolescents.
- 1.1.12. The Contractor shall provide and connect families to services that, include but are not limited to:
 - 1.1.12.1. Social.
 - 1.1.12.2. Healthcare.



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- 1.1.12.3. Family Planning.
- 1.1.12.4. Parenting Support.
- 1.1.13. The Contractor shall provide CFSS that support parents who may be experiencing social, emotional, physical and mental health events that interfere with their ability to parent their children.
- 1.1.14. The Contractor shall provide CFSS in a flexible and integrated approach that provides support services to families on a continuum of three stages:
 - 1.1.14.1. Prevention;
 - 1.1.14.2. Early intervention; and
 - 1.1.14.3. Crisis.
- 1.1.15. The Contractor shall facilitate identification and evaluation of programs and services available to families experiencing conditions that may include, but are not limited to:
 - 1.1.15.1. A previous or current founded, or unfounded, child protective services report.
 - 1.1.15.2. Having a child who has a low birth weight and neuro developmental delays.
 - 1.1.15.3. A history of, or current, parental or caregiver substance abuse.
 - 1.1.15.4. A history of, or current, mental health concerns relative to the parent, caregiver, or child(ren).
 - 1.1.15.5. Having income at or below 300% of the Federal Poverty Level.
 - 1.1.15.6. Family history of domestic violence.
 - 1.1.15.7. Child's insecure attachment in early years.
 - 1.1.15.8. Pregnancy; birth of a child within the past twelve (12) months; birth of an additional child within the next six (6) months; birth or expected birth of a child with special healthcare needs.
 - 1.1.15.9. Pregnant individuals with prenatal substance use concerns and families with substance exposed infants.
 - 1.1.15.10. Having more than one (1) child under the age of three (3) years.



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- 1.1.15.11. Physical or social isolation or any other factors that contribute to unhealthy social and emotional outcomes.
- 1.1.15.12. Home conditions presenting a health and/or safety risk to family members.
- 1.1.15.13. Child or family with chronic health, behavioral or developmental issues with impacts parenting.
- 1.1.15.14. Ages and Stages Questionnaire (ASQ) and Ages and Stages Questionnaire Social Emotional (ASQ-SE) results that indicate developmental delays.
- 1.1.15.15. Families impacted by traumatic events.
- 1.1.15.16. Receiving Temporary Assistance to Needy Families (TANF) cash assistance or any of the Medicaid options.
- 1.1.15.17. Substance Use Disorder services.
- 1.1.16. The Contractor shall ensure services are multigenerational; trauma-informed; culturally responsive; strengths-based; and focused on empowering families. The Contractor shall ensure service activities include, but are not limited to:
 - 1.1.16.1. Evidence-based practices, where available.
 - 1.1.16.2. Education and direct services that support parent and child wellbeing.
 - 1.1.16.3. Case management.
 - 1.1.16.4. Access to a broad array of resources and referrals that respond to a family's needs.
- 1.1.17. The Contractor shall utilize marketing strategies to increase presence of CFSS in the community, including but not limited to:
 - 1.1.17.1. Producing and distributing Family Resource Center-branded flyers and brochures.
 - 1.1.17.2. Utilizing the Family Resource Center Facebook page to engage referral sources, families and community members.
 - 1.1.17.3. Develop and provide local newspapers and radio stations with press releases and community calendars of events.
- 1.1.18. The Contractor shall ensure services are available during times that are convenient for families, including during hours that accommodate families who may have non-traditional schedules or hours.

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1.2. Assessments and Referrals

- 1.2.1. The Contractor shall accept referrals from hospitals and medical centers when clients have a Plan of Safe Care, or assist pregnant and postpartum women with developing a Plan of Safe Care in collaboration with medical providers. The Contractor shall:
 - 1.2.1.1. Provide early intervention in at risk pregnant and parenting families.
 - 1.2.1.2. Prioritize pregnant parents with substance use disorder for support and assignment.
- 1.2.2. The Contractor shall complete a Family Assessment utilizing the Protective Factors Survey, 2nd Edition (PFS-2) for each family referred for services in order to:
 - 1.2.2.1. Identify risk factors;
 - 1.2.2.2. Determine appropriate CFSS; and
 - 1.2.2.3. Provide appropriate CFSS.
- 1.2.3. The Contractor shall ensure that each family is provided with an Individual Service Plan (ISP) that addresses and targets barriers to receiving education and support services, which may include but are not limited to:
 - 1.2.3.1. Parent education and support, including, but not limited to:
 - 1.2.3.1.1. Safety Planning;
 - 1.2.3.1.2. Growing Great Kids (GGK); and
 - 1.2.3.1.3. Trust-Based Relational Intervention (TBRI).
 - 1.2.3.2. Family mentoring and advocacy.
 - 1.2.3.3. Medical and health education.
 - 1.2.3.4. Early childhood education.
 - 1.2.3.5. Literacy education and support.
 - 1.2.3.6. Life skills training.
- 1.2.4. The Contractor shall provide referrals to appropriate community-based services and other resources that support families in their home communities, which may include, but are not limited to:
 - 1.2.4.1. Child Care Aware of New Hampshire.

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- 1.2.4.2. The Department of Health and Human Services District Offices for assistance with program eligibility determination.
- 1.2.4.3. Special Medicaid Services, including Family Centered Early Supports and Services (FCESS).
- 1.2.4.4. Family violence prevention agencies.
- 1.2.4.5. Mental health services.
- 1.2.4.6. Nutrition education and healthy foods.
- 1.2.4.7. Instructional money management.
- 1.2.4.8. Smoking cessation programs, including referrals to QuitWorks-NH.
- 1.2.4.9. Women, Infants and Children (WIC) Nutrition programs for access to breastfeeding supports, nutritional education, and healthy foods.
- 1.2.4.10. Independent living programs.
- 1.2.4.11. Adult education.
- 1.2.4.12. Literacy education.
- 1.2.4.13. Employment services.
- 1.2.4.14. Vocational rehabilitation services.
- 1.2.4.15. NH Employment Securities.
- 1.2.4.16. New Life Program.
- 1.2.4.17. Substance Use Disorder (SUD) treatment.
- 1.2.4.18. The NH-Easy system application process.
- 1.2.4.19. Medicaid enrollment.
- 1.2.4.20. Supplemental Nutrition Assistance Program (SNAP) Food benefits.
- 1.2.4.21. Temporary Assistance for Needy Families (TANF).
- 1.2.4.22. Child Care Scholarships.
- 1.2.5. The Contractor shall provide referrals to the local SAU special education department for programs, as appropriate, that include but are not limited to:
 - 1.2.5.1. Free and reduced lunch.



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- 1.2.5.2. Summer camps for children who are impoverished and/or have a developmental disability.
- 1.2.5.3. Holiday gift giving programs.
- 1.2.5.4. Developmental and family support programs.
- 1.2.5.5. The Door Way.
- 1.2.5.6. Strength to Succeed.
- 1.2.5.7. Kinship Navigation services.
- 1.2.5.8. Caregiver support groups.
- 1.2.5.9. Community events.
- 1.2.5.10. Healthy Families America.
- 1.2.6. The Contractor shall ensure that families with children up to six (6) years of age are screened and participate in the Watch Me Grow Program. The Contractor shall:
 - 1.2.6.1. Distribute the "Learn the Signs, Act Early" materials;
 - 1.2.6.2. Report the number of families who received developmental screening education materials;
 - 1.2.6.3. Provide developmental and social emotional screenings for children ages one (1) month through five (5) years; and
 - 1.2.6.4. Report the number of families that received an ASQ-3 and ASQ-SE- screener.

1.3. Home Visiting Services

- 1.3.1. The Contractor shall provide home visiting services that are respectful of families' cultures and values while building on their strengths, being responsive to their needs, and ensuring voluntary participation of the families served.
- 1.3.2. The Contractor shall provide home visiting services that include, but are not limited to:
 - 1.3.2.1. Working with program participants to develop comprehensive goals that improve the economic self-sufficiency of families by assisting parents to develop vision for the future that includes, but is not limited to:
 - 1.3.2.1.1. Planning future pregnancies.
 - 1.3.2.1.2. Continuing education.
 - 1.3.2.1.3. Finding and maintaining employment.



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- 1.3.2.1.4. Increasing Protective Factors of the family.
- 1.3.2.1.5. Obtaining secure housing.
- 1.3.2.1.6. Accessing community services.
- 1.3.2.1.7. Accessing parental education on topics that include, but are not limited to:
 - 1.3.2.1.7.1. Child development.
 - 1.3.2.1.7.2. Child behavior.
 - 1.3.2.1.7.3. Child health.
 - 1.3.2.1.7.4. Coping and problem solving skills.
 - 1.3.2.1.7.5. Safety.
 - 1.3.2.1.7.6. Parenting skills.
- 1.3.3. The Contractor's home visitors shall educate parents and guardians on Adverse Childhood Experiences (ACES) and the protective factors that can change outcomes for a child, which include:
 - 1.3.3.1. Mentoring and coaching parents in their roles as advocates for their children;
 - 1.3.3.2. Building communication skills; and
 - 1.3.3.3. Recovery Coaching.
- 1.3.4. The Contractor's home visitors shall guide parents to better understand and provide for their child's needs, including, but not limited to:
 - 1.3.4.1. Secure attachments;
 - 1.3.4.2. Ongoing nurturing relationships;
 - 1.3.4.3. Physical protection and safety;
 - 1.3.4.4. Developmentally-appropriate experiences;
 - 1.3.4.5. Setting limits; and
 - 1.3.4.6. Providing structure.
- 1.3.5. The Contractor's home visitors shall conduct activities that include, but are not limited to:



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- 1.3.5.1. Providing standardized smoking cessation education and referrals, as appropriate, in order to increase the number of women who quit smoking.
- 1.3.5.2. Providing standardized smoking cessation education and referrals as needed.
- 1.3.5.3. Providing information to pregnant women relative to the importance of receiving consistent prenatal health care that results in healthy pregnancies and birth outcomes.
- 1.3.5.4. Providing information that promotes parent-child attachments that mitigate child maltreatment.
- 1.3.5.5. Providing education regarding the importance of primary care services for the family, including access to reproductive health care, timely immunizations, increased child safety, and the establishment of a medical home. The Contractor shall work to ensure:
 - 1.3.5.5.1. All women have access to formal, validated screening for prenatal and postpartum depression.
 - 1.3.5.5.2. All women who screen positive for maternal depression are referred to follow-up treatment, as appropriate.
 - 1.3.5.5.3. All participants are enrolled in primary care physician services.
 - 1.3.5.5.4. Improvement in family health and functioning.
- 1.3.6. The Contractor's home visitors shall provide transportation to appointments, if necessary, to allow families access to necessary services.
- 1.3.7. The Contractor's home visitors shall join families for first appointments, if requested, to provide a reassuring, warm handoff.
- 1.3.8. The Contractor's home visitors shall work with school counseling partners; the family's childcare providers; and preschool providers, as appropriate, to help bridge any gaps between home and school.
- 1.3.9. The Contractor's home visitors shall promote oral health of infants, children, and adolescents, by providing information and services to new, and other parents. Information and services may include, but are not limited to:
 - 1.3.9.1. An oral health risk assessment;

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- 1.3.9.2. Guidance and counseling about:
- 1.3.9.3. Oral hygiene;
- 1.3.9.4. Nutrition;
- 1.3.9.5. Fluoride; and
- 1.3.9.6. Dental referrals prior to age of one year; and
- 1.3.9.7. Preventative care.
- 1.3.10. The Contractor's home visitors shall provide child safety information through handouts and explanation via curricula including information available from the Centers for Disease Control (CDC) on a variety of childhood safety concerns, ranging from injury prevention to reduction of high-risk behaviors in teenagers, including, but not limited to:
 - 1.3.10.1. Car seat safety checks.
 - 1.3.10.2. Safety gates.
 - 1.3.10.3. Portable cribs.
 - 1.3.10.4. Window guards.
- 1.3.11. The Contractor's home visitors shall work with parents to build communications skills needed to effectively:
 - 1.3.11.1. Co-parent;
 - 1.3.11.2. Participate in appointments for:
 - 1.3.11.2.1. Welfare services;
 - 1.3.11.2.2. School meetings; and
 - 1.3.11.2.3. Medical appointments.
 - 1.3.11.3. Schedule healthy recreational and social activities for their children; and
 - 1.3.11.4. Strengthen parent-child relationships.
- 1.3.12. The Contractor's home visitors shall work one-on-one with parents to model and reinforce effective parenting strategies, which include, but are not limited to:
 - 1.3.12.1. Parents as Teachers curricula.
 - 1.3.12.2. Partners for a Healthy Baby.
 - 1.3.12.3. Active Parenting for those families with school-aged and adolescent-aged children.

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1.3.13. The Contractor shall provide home visiting services, utilizing evidence based approaches and training programs that include, but are not limited to:

1.3.13.1. Growing Great Kids curriculum for parents of children up to five (5) years of age.

1.3.13.2. Growing Great Families curriculum.

1.3.13.3. Parents-as-Teachers curriculum.

1.3.13.4. Positive Solutions for Families curriculum;

1.3.13.5. SAMSHA's Anger Management curriculum, as appropriate.

1.3.13.6. Circle of Security curriculum.

1.3.13.7. Motivational interviewing.

1.3.13.8. Reflective supervision.

1.3.13.9. Parenting strategies designed to increase parent's confidence and success as parents.

1.3.13.10. Co-parenting strategies.

1.3.13.11. Parenting children with Autism and sensory disorders.

1.3.13.12. Child development.

1.3.13.13. Parenting teenagers.

1.3.13.14. Positive discipline strategies.

1.3.14. The Contractor shall offer home visits to provide CFSS service delivery for those unable to visit in the office, by meeting families in areas that include, but are not limited to:

1.3.14.1. The community.

1.3.14.2. Treatment facilities.

1.3.14.3. Department of Corrections.

1.3.14.4. Shelters.

1.3.15. The Contractor shall provide home visiting services and classes at a variety of times, which include early evenings, weekends, mornings and afternoons.

1.4. Workshops, Support Groups and Community Outreach

1.4.1. The Contractor shall provide meeting space in a community setting in instances in which the family may not feel comfortable meeting at their residence.



EXHIBIT B

- 1.4.2. The Contractor shall ensure families have access to meetings in a manner that ensures safety for both the Family Resource Center staff and the families served by training the families how to utilize web-based meeting methods that include, but are not limited to:
 - 1.4.2.1. Zoom
 - 1.4.2.2. Google Classroom.
- 1.4.3. The Contractor shall ensure that the privacy of individuals served is maintained in any instance in which web-based meeting methods are utilized.
- 1.4.4. The Contractor shall ensure additional supports are provided to families during academic and routine changes, which may include, but are not limited to:
 - 1.4.4.1. Delivering hard copies of applications for support services.
 - 1.4.4.2. Emotional learning activities.
 - 1.4.4.3. Gas cards.
 - 1.4.4.4. Phone cards.
 - 1.4.4.5. Data cards.
- 1.4.5. The Contractor shall provide a Parent Leadership Certificate course to parents and/or caregivers, as needed, in order to develop leadership skills and facilitate opportunities for using specific skills in their community.
- 1.4.6. The Contractor shall evaluate the progress of both parents and caregivers, as well as the performance of the programs and services provided.
- 1.4.7. The Contractor shall seek and maintain collaboration with the following which includes, but is not limited to:
 - 1.4.7.1. Fellow non-profit partners;
 - 1.4.7.2. Business community;
 - 1.4.7.3. Health care providers, including hospitals and Visiting Nurses Association (VNA);
 - 1.4.7.4. Childcare facilities;
 - 1.4.7.5. SUD treatment providers;
 - 1.4.7.6. Schools, including Head Start;
 - 1.4.7.7. Human service providers;

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- 1.4.7.8. Starting Point;
- 1.4.7.9. New Life; and
- 1.4.7.10. Municipalities, including Department of Corrections.
- 1.4.8. The Contractor shall expand outreach in the community by offering:
 - 1.4.8.1. Parent support and education, for those parents who are incarcerated, based on the "Parenting from Prison" curriculum;
 - 1.4.8.2. Individual support through Families Unlimited; and
 - 1.4.8.3. Workshops at local sites.
- 1.4.9. The Contractor shall meet regularly with community partners to stay connected and ensure that agencies are fully aware of and current regarding services offered.
- 1.4.10. The Contractor shall use its website and social media platforms to connect with families and the community to promote services and programs offered.
- 1.5. **Staffing**
 - 1.5.1. The Contractor shall require all staff, subcontractors, and volunteers who have contact with children complete a criminal background check and central registry check.
 - 1.5.2. The Contract shall ensure staff who shall drive as part of their job duties maintain a valid driver's license.
 - 1.5.3. The Contractor shall ensure staff are trained in:
 - 1.5.3.1. The principles of family support;
 - 1.5.3.2. Maternal and child health;
 - 1.5.3.3. The child welfare system with concentrations in service array;
 - 1.5.3.4. Working in multidisciplinary teams.
 - 1.5.4. The Contractor shall demonstrate on-going staff enrichment and development in areas that include, but are not limited to:
 - 1.5.4.1. Skills needed to address the ethnic and cultural needs, resources, and assets of the community;
 - 1.5.4.2. Exercising empathy, with an understanding of family stressors, for parents and families receiving services; and

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- 1.5.4.3. Effective home visiting and reporting practices.
- 1.5.5. The Contractor shall ensure staff includes, at a minimum, a Program Director who works the minimum of a .5 Full Time Employee (FTE) and an appropriate number of Paraprofessional Home Visitors, necessary to implement the program.
- 1.5.6. The Contractor shall ensure the Program Director has experience and education that include, but are not limited to:
- 1.5.6.1. A Master's degree in social work, counseling, nursing, public health or a related field, and
 - 1.5.6.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.5.6.3. A Bachelor's degree in social work, counseling, nursing, public health or related field; and
 - 1.5.6.4. Five (5) years of experience working with families and children in a social service, home health or other early childhood program setting, some of which shall have been in a supervisory capacity.
 - 1.5.6.5. The Contractor shall ensure Paraprofessional Home Visitors have, experience and education that include, but are not limited to:
 - 1.5.6.6. A Bachelor's degree in social work, counseling, nursing, human services, early childhood education or a relate field; and
 - 1.5.6.7. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting.
- 1.5.7. The Contractor shall ensure a minimum of one (1) Home Visitor and the Home Visitor Supervisor are trained in either Growing Great Kids or Parents as Teachers curriculum and follow the Growing Great Kids requirements within six (6) months of the contract effective date.
- 1.5.8. The Contractor shall provide nine (9) hours of training to the home visitors in the areas of:
- 1.5.8.1. Recognizing Substance Misuse;
 - 1.5.8.2. Optimizing Care for Mothers and Babies Affected by Prenatal Substance Exposure; and



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- 1.5.8.3. Caring for Substance-Exposed Infants.
- 1.5.8.4. The Contractor shall have staff attend training on families with children who have Autism.
- 1.5.9. The Contractor shall designate a staff person as the liaison for all programmatic correspondence between the Department and the Contractor, ensuring timely communication on topics that include, but are not limited to:
 - 1.5.9.1. Clinical updates.
 - 1.5.9.2. Program announcements.
 - 1.5.9.3. Changes, errors, and requests.
- 1.5.10. The Contractor shall ensure all staff receive training on appropriate and effective referral methods, including but not limited to:
 - 1.5.10.1. After school programs.
 - 1.5.10.2. Collaboration with SAU, teachers and guidance departments.
- 1.5.11. The Contractor shall ensure staff consists of individuals having diverse ages, genders, religions, ethnicities and cultural backgrounds in order to form positive and relatable relationships with families.
- 1.5.12. The Contractor shall ensure all staff are fully trained in the Standards of Quality training and recertification prior to and while providing services to families.
- 1.5.13. The Contractor shall provide consultation services from a clinician or prescribing practitioner, who is licensed by the NH Board of Psychological Examiners, as a health care professional.

1.6. Relevant Laws, Policies and Guidelines

- 1.6.1. The Contractor shall be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 1.6.2. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 3, 2008.
- 1.6.3. The Contractor shall participate and coordinate public health activities as requested by the Division of Public Health Services

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- during any disease outbreak and/or emergency, natural or man-made, affecting the public's health.
- 1.6.4. The Contractor shall promote immunizations, in accordance with NH RSA 141-C and the Immunization Rules promulgated thereunder.
- 1.6.5. The Contractor's program services shall meet the requirements of Sec. 401 (a)(3) of the 42USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF, which indicates on of the purposes 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.
- 1.6.6. The Contractor shall comply with confidentiality provisions of RSA 170-G: 8-a. All information regarding the Department's clients, client families, foster families, and other involved individuals, is strictly confidential and shall not be discussed with anyone except the Department's personnel in the performance of contracted services.
- 1.6.7. The Contractor shall maintain the confidentiality of all clients and use client information only for program administration purposes and evaluation, ensuring the following, including but not limited to:
- 1.6.7.1. All staff and subcontractor(s) understand that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
- 1.6.7.2. All staff and subcontractor(s) adhere to the standards and confidentiality policies of the organization..
- 1.6.7.3. Receipt of public assistance and other confidential information shared shall be shared only as part of the medical record and only with the properly signed release of information from the client.
- 1.6.8. The Contractor shall, for purposes of program evaluation and/or continuous quality improvement, report personally identifiable health data to the Department as requested, for all clients served under the resulting contract.
- 1.6.9. The Contractor shall obtain any authorizations for release of information from the clients that are necessary to comply with federal and state laws and regulations.

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- 1.6.10. The Contractor shall provide all forms developed for authorization for release of information to the Department shall prior to use.
- 1.6.11. The Contractor shall adhere to the legal requirements governing human subjects' research if considering using program participants for clinical or sociological research purposes.
- 1.6.12. The Contractor shall inform the Division of Public Health Services prior to initiating any research related to the resulting contract.
- 1.6.13. The Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130:A, Lead Paint Poisoning and Control.

2. Reporting Requirements

- 2.1. The Contractor shall submit quarterly reports highlighting the program activities, no later than the fifteenth (15th) day of the month following the reporting period, with the first report due no later than October 15, 2020. The Contractor shall ensure quarterly reports include, but are not limited to:
 - 2.1.1. The progress in achieving the stated outcomes.
 - 2.1.2. Feedback from families as to the effectiveness and satisfaction of the contracted services.
- 2.2. The Contractor shall submit an annual report to the Department no later than July 31st of each contract year, with the first report due on July 31, 2021. The Contractor shall ensure annual reports include, but are not limited to:
 - 2.2.1. Information regarding accomplishments and activities for the program.
 - 2.2.2. Recommendations for service development and outcomes.
 - 2.2.3. Systemic barriers experienced.
 - 2.2.4. Family satisfaction survey results.
- 2.3. The Contractor shall enter data into the Welligent System within thirty (30) days from receiving the data, ensuring data includes, but is not limited to:
 - 2.3.1. Encrypted client identifier; first two initials of the first name, first three initials of the last name.
 - 2.3.2. Gender.
 - 2.3.3. Date of Birth.
 - 2.3.4. Race.
 - 2.3.5. Ethnicity.



EXHIBIT B

- 2.3.6. Date of Screening.
 - 2.3.7. Which month Ages and Stages Questionnaire ASQ was administered.
 - 2.3.8. Recheck.
 - 2.3.9. Referred
 - 2.3.10. Receiving services.
 - 2.3.11. Screening score.
 - 2.3.12. Consent signed to notify Primary Care Physician (PCP).
 - 2.3.13. Date the screen was sent to the client's PCP.
- 2.4. The Contractor shall collaborate with the Department to provide requested information relative to program evaluation and other information, as needed, to meet Department goals and requirements and provide information to different Divisions within the Department that include, but are not limited to the:
- 2.4.1. Division for Children, Youth and Families.
 - 2.4.2. Division of Public Health Services.
 - 2.4.3. Division for Economic and Housing Stability.
- 2.5. The Contractor shall maintain a Family Service Record, as provided by the Department, on each family in compliance with all Health Insurance Portability and Accountability Act (HIPAA), Privacy Rules. The Contractor shall ensure the Family Service Record includes, but not be limited to:
- 2.5.1. Source of referral.
 - 2.5.2. Referral information.
 - 2.5.3. Release of information form.
 - 2.5.4. Family assessment.
 - 2.5.5. Child/Family services plan.
 - 2.5.6. Case contact log.
 - 2.5.7. Receipt of health care.
 - 2.5.8. Linkages with prenatal/primary care and visit schedule as outlined in the American Academy of Pediatrics, "Recommendations for Preventative Pediatric Health Care" schedule.
 - 2.5.9. Progress notes.
 - 2.5.10. Child care utilization and billing information.
 - 2.5.11. Case closure report.

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- 2.6. The Contractor shall ensure Family Service Records are summarized and entered into the Quick Base in real-time.

3. Performance Measures

- 3.1. The Contractor shall ensure consumer satisfaction data indicates a minimum of 80% favorable rating.
- 3.2. The Contractor shall sustain 100% screening of family participation in the Watch Me Grow Program in families with children up to six (6) years of age.
- 3.3. The Contractor shall work collaboratively with the Department to ensure evidence-based strategies are used and appropriate metrics are tracked for specific programs and sub-populations.
- 3.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 3.5. The Contractor shall track a range of performance improvement topics that include, but are not limited to:
- 3.5.1. Increasing outreach to high-risk populations;
 - 3.5.2. Increasing the share of referred families who enroll in services;
 - 3.5.3. Increasing service completion dates; and
 - 3.5.4. Evaluating long-term program outcomes.
- 3.6. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 3.7. The Contractor shall collect and share data with the Department in a format specified by the Department, where applicable.

4. Additional Terms

4.1. Impacts Resulting from Court Orders or Legislative Changes

- 4.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

4.2. Culturally and Linguistically Appropriate Services (CLAS)

- 4.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to



EXHIBIT B

ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

4.3. Credits and Copyright Ownership

- 4.3.1. 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, "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."
- 4.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 4.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 4.3.3.1. Brochures.
 - 4.3.3.2. Resource directories.
 - 4.3.3.3. Protocols or guidelines.
 - 4.3.3.4. Posters.
 - 4.3.3.5. Reports.
- 4.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5. Records

- 5.1. The Contractor shall keep records that include, but are not limited to:
 - 5.1.1. Books, records, documents and other electronic or physical 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.
 - 5.1.2. All records shall 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,



EXHIBIT B

payrolls, and other records requested or required by the Department.

5.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

5.1.4. Medical records on each patient/recipient of services.

5.2. 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. 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.

6. Maintenance of Fiscal Integrity

6.1. In order to enable the Department to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. Program-level Profit and Loss Statement shall include all revenue sources and all related expenditures. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

6.1.1. Days of Cash on Hand:

6.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

6.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature



EXHIBIT B

within three (3) months and should not include common stock.

- 6.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
- 6.1.2. Current Ratio:
 - 6.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - 6.1.2.2. Formula: Total current assets divided by total current liabilities.
 - 6.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 6.1.3. Debt Service Coverage Ratio:
 - 6.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 6.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 6.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 6.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 6.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 6.1.4. Net Assets to Total Assets:
 - 6.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 6.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 6.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 6.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

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- 6.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 6.2. In the event that the Contractor does not meet either:
- 6.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 6.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then
 - 6.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 6.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 1.2.1 and/or 1.2.2 have not been met.
 - 6.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.
 - 6.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 6.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.
- 6.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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New Hampshire Department of Health and Human Services
COMPREHENSIVE FAMILY SUPPORT SERVICES



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 1.37%, by the US Department of Health and Human Services, Administrations on Children, Youth and Families, Child Welfare Social Services, Title IV-B, Subpart 1, of the Social Security Act, CFDA 93.645, FAIN# 2001NHCWSS.
 - 1.2. 6.74%, by the US Department of Health and Human Services, Administration for Children & Families, Administration on Children, Youth and Families, Promoting Safe and Stable Families, CFDA 93.556, FAIN# 2001FPSS.
 - 1.3. 23.23%, by the US Department of Health and Human Services, Administration for Children & Families, Title XX Grants, SSBG – Social Services Block Grant, CFDA 93.667, FAIN# 2001NHSOSR.
 - 1.4. 55.65%, by the US Department of Health and Human Services, Temporary Assistance for Needy Families, CFDA 93.558, FAIN# 19NHTANF.
 - 1.5. 1.80%, by the US Department of Health and Human Services, Maternal and Child Health Services Block Grant, CFDA 93.994, FAIN# 90CA1858.
 - 1.6. 11.21% General Funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Sub-recipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-4, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to BFA@dhhs.nh.gov, or invoices may be mailed to:

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New Hampshire Department of Health and Human Services
COMPREHENSIVE FAMILY SUPPORT SERVICES



EXHIBIT C

Financial Manager
Department of Health and Human Services
129 Peasant Street
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

Children Unlimited, Inc.

Exhibit C

Contractor Initials

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New Hampshire Department of Health and Human Services
COMPREHENSIVE FAMILY SUPPORT SERVICES



EXHIBIT C

- 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.5. 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.

dy

6/22/2022

Exhibit C-1 Budget

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name Children Unlimited, Inc.

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR

Budget Period: SFY 2021 (7/1/2020 TO 6/30/21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 179,673.00	\$ -	\$ 179,673.00	\$ 33,270.00	\$ -	\$ 33,270.00	\$ 146,403.00	\$ -	\$ 146,403.00
2. Employee Benefits	\$ 12,725.00	\$ -	\$ 12,725.00	\$ 2,545.00	\$ -	\$ 2,545.00	\$ 10,180.00	\$ -	\$ 10,180.00
3. Consultants	\$ 3,588.00	\$ -	\$ 3,588.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,588.00	\$ -	\$ 1,588.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ -	\$ 650.00	\$ -	\$ 650.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 350.00	\$ 350.00	\$ -	\$ 650.00	\$ 650.00
6. Travel	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 1,140.00	\$ -	\$ 1,140.00	\$ 3,860.00	\$ -	\$ 3,860.00
7. Occupancy	\$ 8,400.00	\$ -	\$ 8,400.00	\$ -	\$ -	\$ -	\$ 8,400.00	\$ -	\$ 8,400.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,400.00	\$ 1,880.00	\$ 4,280.00	\$ 1,000.00	\$ 800.00	\$ 1,800.00	\$ 1,400.00	\$ 1,080.00	\$ 2,480.00
Postage	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -
Subscriptions	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Audit and Legal	\$ -	\$ 1,990.00	\$ 1,990.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 1,390.00	\$ 1,390.00
Insurance	\$ -	\$ 4,860.00	\$ 4,860.00	\$ -	\$ 1,981.00	\$ 1,981.00	\$ -	\$ 2,879.00	\$ 2,879.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,100.00	\$ -	\$ 1,100.00	\$ 400.00	\$ -	\$ 400.00	\$ 700.00	\$ -	\$ 700.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building (Heat, electric, maintenance, etc)	\$ -	\$ 11,550.00	\$ 11,550.00	\$ -	\$ 7,250.00	\$ 7,250.00	\$ -	\$ 4,300.00	\$ 4,300.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 213,736.00	\$ 21,480.00	\$ 235,216.00	\$ 40,355.00	\$ 11,181.00	\$ 51,536.00	\$ 173,381.00	\$ 10,299.00	\$ 183,680.00

Indirect As A Percent of Direct 10.0%

Contractor Initials *ehj*
Date *6/20/2020*

Exhibit C-2 Budget

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name Children Unlimited, Inc.

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR

Budget Period: SFY 2022 (7/1/2021 TO 6/30/22)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 179,673.00	\$ -	\$ 179,673.00	\$ 33,270.00	\$ -	\$ 33,270.00	\$ 146,403.00	\$ -	\$ 146,403.00
2. Employee Benefits	\$ 12,725.00	\$ -	\$ 12,725.00	\$ 2,545.00	\$ -	\$ 2,545.00	\$ 10,180.00	\$ -	\$ 10,180.00
3. Consultants	\$ 3,588.00	\$ -	\$ 3,588.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,588.00	\$ -	\$ 1,588.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ -	\$ 650.00	\$ -	\$ 650.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 350.00	\$ 350.00	\$ -	\$ 650.00	\$ 650.00
6. Travel	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 1,140.00	\$ -	\$ 1,140.00	\$ 3,860.00	\$ -	\$ 3,860.00
7. Occupancy	\$ 8,400.00	\$ -	\$ 8,400.00	\$ -	\$ -	\$ -	\$ 8,400.00	\$ -	\$ 8,400.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,400.00	\$ 1,880.00	\$ 4,280.00	\$ 1,000.00	\$ 800.00	\$ 1,800.00	\$ 1,400.00	\$ 1,080.00	\$ 2,480.00
Postage	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -
Subscriptions	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Audit and Legal	\$ -	\$ 1,990.00	\$ 1,990.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 1,390.00	\$ 1,390.00
Insurance	\$ -	\$ 4,860.00	\$ 4,860.00	\$ -	\$ 1,981.00	\$ 1,981.00	\$ -	\$ 2,879.00	\$ 2,879.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,100.00	\$ -	\$ 1,100.00	\$ 400.00	\$ -	\$ 400.00	\$ 700.00	\$ -	\$ 700.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building (heat, electric, maintenance, etc.)	\$ -	\$ 11,550.00	\$ 11,550.00	\$ -	\$ 7,250.00	\$ 7,250.00	\$ -	\$ 4,300.00	\$ 4,300.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 213,736.00	\$ 21,480.00	\$ 235,216.00	\$ 40,355.00	\$ 11,181.00	\$ 51,536.00	\$ 173,381.00	\$ 10,299.00	\$ 183,680.00

Indirect As A Percent of Direct

10.0%

Exhibit C-3 Budget

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name Children Unlimited, Inc.

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR

Budget Period: SFY 2023 (7/1/2022 TO 6/30/23)

Line Item	Total Program Cost			Contractor Share/ Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 179,673.00	\$ -	\$ 179,673.00	\$ 33,270.00	\$ -	\$ 33,270.00	\$ 146,403.00	\$ -	\$ 146,403.00
2. Employee Benefits	\$ 12,725.00	\$ -	\$ 12,725.00	\$ 2,545.00	\$ -	\$ 2,545.00	\$ 10,180.00	\$ -	\$ 10,180.00
3. Consultants	\$ 3,588.00	\$ -	\$ 3,588.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,588.00	\$ -	\$ 1,588.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ -	\$ 650.00	\$ -	\$ 650.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 350.00	\$ 350.00	\$ -	\$ 650.00	\$ 650.00
6. Travel	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 1,140.00	\$ -	\$ 1,140.00	\$ 3,860.00	\$ -	\$ 3,860.00
7. Occupancy	\$ 8,400.00	\$ -	\$ 8,400.00	\$ -	\$ -	\$ -	\$ 8,400.00	\$ -	\$ 8,400.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,400.00	\$ 1,880.00	\$ 4,280.00	\$ 1,000.00	\$ 800.00	\$ 1,800.00	\$ 1,400.00	\$ 1,080.00	\$ 2,480.00
Postage	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -
Subscriptions	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Audit and Legal	\$ -	\$ 1,990.00	\$ 1,990.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 1,390.00	\$ 1,390.00
Insurance	\$ -	\$ 4,860.00	\$ 4,860.00	\$ -	\$ 1,981.00	\$ 1,981.00	\$ -	\$ 2,879.00	\$ 2,879.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,100.00	\$ -	\$ 1,100.00	\$ 400.00	\$ -	\$ 400.00	\$ 700.00	\$ -	\$ 700.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building (heat, electric, maintenance, etc.)	\$ -	\$ 11,550.00	\$ 11,550.00	\$ -	\$ 7,250.00	\$ 7,250.00	\$ -	\$ 4,300.00	\$ 4,300.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 213,736.00	\$ 21,480.00	\$ 235,216.00	\$ 40,355.00	\$ 11,181.00	\$ 51,536.00	\$ 173,381.00	\$ 10,299.00	\$ 183,680.00

Indirect As A Percent of Direct 10.0%

Contractor Initials *du*
Date *6/22/2023*

Exhibit C-4 Budget

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name Children Unlimited, Inc.

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR

Budget Period: SFY 2024 (7/1/2023 TO 6/30/24)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 179,673.00	\$ -	\$ 179,673.00	\$ 33,270.00	\$ -	\$ 33,270.00	\$ 146,403.00	\$ -	\$ 146,403.00
2. Employee Benefits	\$ 12,725.00	\$ -	\$ 12,725.00	\$ 2,545.00	\$ -	\$ 2,545.00	\$ 10,180.00	\$ -	\$ 10,180.00
3. Consultants	\$ 3,588.00	\$ -	\$ 3,588.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 1,588.00	\$ -	\$ 1,588.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 650.00	\$ -	\$ 650.00	\$ -	\$ -	\$ -	\$ 650.00	\$ -	\$ 650.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 350.00	\$ 350.00	\$ -	\$ 650.00	\$ 650.00
6. Travel	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 1,140.00	\$ -	\$ 1,140.00	\$ 3,860.00	\$ -	\$ 3,860.00
7. Occupancy	\$ 8,400.00	\$ -	\$ 8,400.00	\$ -	\$ -	\$ -	\$ 8,400.00	\$ -	\$ 8,400.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,400.00	\$ 1,880.00	\$ 4,280.00	\$ 1,000.00	\$ 800.00	\$ 1,800.00	\$ 1,400.00	\$ 1,080.00	\$ 2,480.00
Postage	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -
Subscriptions	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Audit and Legal	\$ -	\$ 1,990.00	\$ 1,990.00	\$ -	\$ 600.00	\$ 600.00	\$ -	\$ 1,390.00	\$ 1,390.00
Insurance	\$ -	\$ 4,860.00	\$ 4,860.00	\$ -	\$ 1,981.00	\$ 1,981.00	\$ -	\$ 2,879.00	\$ 2,879.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,100.00	\$ -	\$ 1,100.00	\$ 400.00	\$ -	\$ 400.00	\$ 700.00	\$ -	\$ 700.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Building (heat, electric, maintenance, etc.)	\$ -	\$ 11,550.00	\$ 11,550.00	\$ -	\$ 7,250.00	\$ 7,250.00	\$ -	\$ 4,300.00	\$ 4,300.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 213,736.00	\$ 21,480.00	\$ 235,216.00	\$ 40,355.00	\$ 11,181.00	\$ 51,536.00	\$ 173,381.00	\$ 10,299.00	\$ 183,680.00

Indirect As A Percent of Direct

10.0%



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

ASJ
Date *6/22/2020*

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.

Vendor Name:

6/22/2020
Date

Ardis Yahn
Name: Ardis Yahn
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name:

6/22/2020
Date

Ardis Yaha
Name: Ardis Yaha
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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12/22/2020



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

6/22/2020
Date

Ardis Yahn
Name: Ardis Yahn
Title: Executive Director

Vendor Initials AY
Date 6/22/2020



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

The Vendor 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:

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

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

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

Exhibit G

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

Vendor Initials

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

6/22/2020
Date

Ardis Yahua
Name: Ardis Yahua
Title: Executive Director

Exhibit G

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

Vendor Initials

AJ

Date 6/22/2020



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 Vendor 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 Vendor 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.

Vendor Name:

6/22/2020
Date

Ardis Yahne
Name: Ardis Yahne
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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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6/22/2020



Exhibit I

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

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

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

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4/22/2010



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 (f). 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

[Handwritten Signature]
[Handwritten Date: 6/22/2014]



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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Contractor Initials

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Date

6/22/2000



Exhibit I

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

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

Department of Health and Human Services
The State
Christine Santaniello
 Signature of Authorized Representative
 Christine Santaniello
 Name of Authorized Representative
Director, DEHS
 Title of Authorized Representative
June 25, 2020
 Date

Children Unlimited Inc.
 Name of the Contractor
Ardis Yeh
 Signature of Authorized Representative
Ardis Yehna
 Name of Authorized Representative
Executive Director
 Title of Authorized Representative
6/22/2020
 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:

6/22/2020
Date

Ardis Yahnca
Name: Ardis Yahnca
Title: Executive Director



FORM A

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

1. The DUNS number for your entity is: 620299073
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: _____

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6/22/2020

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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6/22/2020



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

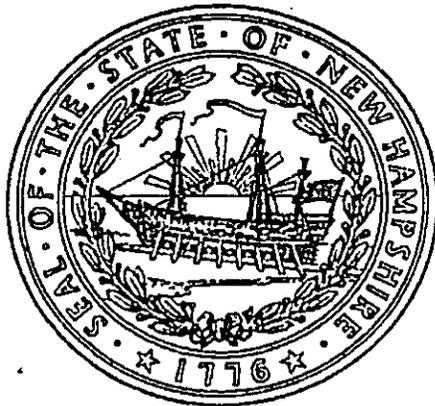
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILDREN UNLIMITED, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 02, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 87329

Certificate Number : 0004887743



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

Certificate of Authority

Corporate Resolution

I, Tracy Orlando, hereby certify that I am duly elected President of
(Name)

Children Unlimited, Inc., I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors, duly called and held on June 26, 2020,

at which a quorum of the Directors were present and voting.

VOTED: That Ardis Yahna, Executive Director is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Children Unlimited, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of

this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 6/26/2020

ATTEST: Tracy Orlando Pres, BOD
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2020

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

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

PRODUCER Chalmers Insurance Group - North Conway PO Box 2480 3277 White Mountain Highway North Conway NH 03860	CONTACT NAME: Helen Goss, CIC PHONE (A/C, No. Ext): (603) 356-6926 FAX (A/C, No): (603) 356-6934 EMAIL ADDRESS: hgoss@ChalmersInsuranceGroup.com														
INSURED Children Unlimited, Inc. PO Box 986 Conway NH 03818-0986	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Co</td> <td>18058</td> </tr> <tr> <td>INSURER B: Wesco Insurance Company</td> <td>25011</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Co	18058	INSURER B: Wesco Insurance Company	25011	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** 20-21 GL,WC,Prof, Umb **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RENEWAL OF PHPK1984547	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			RENEWAL OF PHUB676834	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WWC3477044	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability - Occurrence Form			RENEWAL OF PHPK1984547	07/01/2020	07/01/2021	Each Prof. Incident \$1,000,000 Agggregate Limit \$3,000,000

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

Operations: Early Intervention of Children/Daycare Center. Family Resource Center for Carroll County.
 Excluded Officers on Workers' Compensation: President/Vice President/Treasurer

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire, Department of Health and Human Services 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 10px;"> </div>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/26/2020

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.

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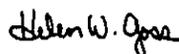
COVERAGES **CERTIFICATE NUMBER:** 19-20 GL, WC, Umb, Prof **REVISION NUMBER:**

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.

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

Operations: Early Intervention of Children/Daycare Center. Family Resource Center for Carroll County.
 Excluded Officers on Workers' Compensation: President/Vice President/Treasurer

CERTIFICATE HOLDER State of New Hampshire, Department of Health and 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 
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Family Connections Resource Center at Children Unlimited, Mission Statement:

To promote family wellness and decrease family stressors in order to prevent child abuse and neglect.

Children Unlimited, Inc. overall Mission Statement:

To foster and strengthen meaningful relationships that will provide a foundation for each child and each family to be happy, healthy and engaged members of their community.

CHILDREN UNLIMITED, INC.

Financial Statements

June 30, 2019 and 2018

and

Independent Auditor's Report

CHILDREN UNLIMITED, INC.
FINANCIAL STATEMENTS
June 30, 2019 and 2018

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Children Unlimited, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Children Unlimited, Inc. (a nonprofit entity), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Children Unlimited, Inc. as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Vashon Clark & Company PC

Manchester, New Hampshire
April 2, 2020

CHILDREN UNLIMITED, INC.
Statements of Financial Position
June 30, 2019 and 2018

ASSETS	<u>2019</u>	<u>2018</u>
CURRENT ASSETS:		
Cash	\$ 102,317	\$ 108,353
Accounts receivable, net	204,894	158,417
Prepaid expenses	<u>6,558</u>	<u>6,370</u>
TOTAL CURRENT ASSETS	<u>313,769</u>	<u>273,140</u>
PROPERTY AND EQUIPMENT:		
Land	103,956	103,956
Playground	108,827	108,827
Buildings and improvements	1,345,901	1,345,901
Furniture and fixtures	9,160	9,160
Equipment	<u>48,347</u>	<u>48,347</u>
	1,616,191	1,616,191
Less accumulated depreciation	<u>(495,595)</u>	<u>(447,676)</u>
PROPERTY AND EQUIPMENT, NET	<u>1,120,596</u>	<u>1,168,515</u>
TOTAL ASSETS	<u>\$ 1,434,365</u>	<u>\$ 1,441,655</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 8,130	\$ 17,749
Accrued expenses	56,665	62,755
Line of credit	<u>25,000</u>	<u>25,000</u>
TOTAL CURRENT LIABILITIES	<u>89,795</u>	<u>105,504</u>
NET ASSETS:		
Without donor restrictions:		
Undesignated	1,194,496	1,168,271
Board designated funds for building purposes	14,909	14,894
With donor restrictions:		
Purpose restrictions	<u>135,165</u>	<u>152,986</u>
TOTAL NET ASSETS	<u>1,344,570</u>	<u>1,336,151</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,434,365</u>	<u>\$ 1,441,655</u>

See notes to financial statements

CHILDREN UNLIMITED, INC.
Statements of Activities
For the Years Ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
SUPPORT AND REVENUE:		
Fees and grants from governmental agencies	\$ 281,158	\$ 273,565
Contributions	100,972	47,635
Annual appeal	8,555	12,092
Tuition income	501,708	584,958
Therapy income	291,379	269,102
Town support	44,652	44,652
Interest	73	15
Fundraising events	12,971	13,821
Other revenue	22,484	15,372
Net assets released from donor restrictions	<u>134,468</u>	<u>62,681</u>
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	<u>1,398,420</u>	<u>1,323,893</u>
EXPENSES:		
Program services:		
Early intervention services		885
Childcare	371,899	458,761
Preschool	220,624	248,477
Children's clinic	168,417	136,224
Family resources	307,173	190,724
Child health services	19,966	46,990
Home based therapy services	5,640	13,553
Total program services	<u>1,093,719</u>	<u>1,095,614</u>
Supporting services:		
General administration	277,123	358,390
Fundraising	1,338	1,199
Total supporting services	<u>278,461</u>	<u>359,589</u>
TOTAL EXPENSES	<u>1,372,180</u>	<u>1,455,203</u>
TOTAL INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>26,240</u>	<u>(131,310)</u>
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS:		
Fees and grants from governmental agencies	28,787	29,921
Contributions	87,860	60,727
Interest on donor restricted contributions		38
Net assets released from donor restrictions	<u>(134,468)</u>	<u>(62,681)</u>
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	<u>(17,821)</u>	<u>28,005</u>
CHANGE IN NET ASSETS	8,419	(103,305)
NET ASSETS - JULY 1	<u>1,336,151</u>	<u>1,439,456</u>
NET ASSETS - JUNE 30	<u>\$ 1,344,570</u>	<u>\$ 1,336,151</u>

See notes to financial statements

CHILDREN UNLIMITED, INC.
Statement of Functional Expenses
For the Year Ended June 30, 2019

	Program Services						Supporting Services			
	Childcare services	Preschool services	Children's Clinic services	Family resources	Child Health services	Home based therapy services	Total Program Services	General Administration	Fundraising	Total Supporting Services
SALARIES AND RELATED EXPENSES:										
Salaries	\$ 256,226	\$ 205,956	\$ 143,132	\$ 283,778	\$ 15,498	\$ 4,661	\$ 909,251	\$ 85,132		\$ 85,132
Payroll taxes	24,786	12,353	10,153	13,458	937		61,687	12,582		12,582
Employee benefits	57,723	200	470	250			58,643	183		183
	<u>338,735</u>	<u>218,509</u>	<u>\$ 153,755</u>	<u>297,486</u>	<u>16,435</u>	<u>4,661</u>	<u>1,029,581</u>	<u>97,897</u>	<u>\$ -</u>	<u>97,897</u>
OTHER EXPENSES:										
Staff training	663	634	99				1,396	47		47
Consulting			670				670			-
Dues and subscriptions				200			200	695		695
Conferences	720		400	835			1,955	225		225
Advertising	624		195	412			1,231	429		429
Food	3,303	31		47			3,381	580		580
Supplies	2,998						2,998	2,243	1,338	3,581
Insurance							-	18,653		18,653
Maintenance	6,953	815	6,148	243			14,159	43,507		43,507
Postage	32		21				53	970		970
Telephone		503	502	374			1,379	10,121		10,121
Travel	815	32	2,540	7,401	3,531	979	15,298	221		221
Utilities							-	17,542		17,542
Depreciation							-	47,919		47,919
Bookkeeping							-	9,629		9,629
Legal and accounting							-	17,803		17,803
Office supplies	211	32	68	175			486	4,426		4,426
Miscellaneous	100	68	200				368	1,154		1,154
Bad debts	6,360						6,360			-
Scholarships awarded	9,891						9,891			-
Interest expense							-	3,062		3,062
Kinderkamp	494						494			-
Therapy dog			3,819				3,819			-
Total	<u>\$ 371,899</u>	<u>\$ 220,624</u>	<u>\$ 168,417</u>	<u>\$ 307,173</u>	<u>\$ 19,966</u>	<u>\$ 5,640</u>	<u>\$ 1,093,719</u>	<u>\$ 277,123</u>	<u>\$ 1,338</u>	<u>\$ 278,461</u>

See notes to financial statements

CHILDREN UNLIMITED, INC.
Statement of Functional Expenses
For the Year Ended June 30, 2018

	Program Services							Supporting Services			
	Early intervention services	Childcare services	Preschool services	Children's Clinic services	Family resources	Pediatric services	Home based therapy services	Total Program Services	General Administration	Fundraising	Total Supporting Services
SALARIES AND RELATED EXPENSES:											
Salaries		\$ 319,014	\$ 211,322	\$ 89,741	\$ 162,007	\$ 38,291	\$ 11,263	\$ 831,638	\$ 160,384		\$ 160,384
Payroll taxes		25,592	11,030	12,405	11,137	2,714		62,878	12,372		12,372
Employee benefits		53,286	2,031	1,144	1,261	421	109	58,252	836		836
	<u>\$ -</u>	<u>397,892</u>	<u>224,383</u>	<u>\$ 103,290</u>	<u>174,405</u>	<u>41,426</u>	<u>11,372</u>	<u>952,768</u>	<u>173,592</u>	<u>\$ -</u>	<u>173,592</u>
OTHER EXPENSES:											
Staff training		1,449		548				1,997	436		436
Consulting	505		3,244	22,070	1,096		350	27,265	275		275
Dues and subscriptions		80	822		400	50		1,352	808		808
Conferences			374	382	1,094			1,850			-
Advertising		509	703	261	45			1,518	250		250
Food		3,963	185	40	24			4,212	504		504
Supplies		2,502	77					2,579	3,162	1,199	4,361
Insurance						138		138	12,937		12,937
Maintenance		10,680	2,219	148	350	2		13,399	42,792		42,792
Postage			3	2	5			10	1,244		1,244
Program education		50						50			-
Telephone					1,268			1,268	10,074		10,074
Travel		1,400	894	4,914	6,875	892	1,741	16,716	248		248
Utilities								-	17,885		17,885
Depreciation								-	48,667		48,667
Bookkeeping	380	2,139	1,890	4,519	2,888	4,398	90	16,304	11,380		11,380
Legal and accounting								-	22,542		22,542
Office supplies		69	27		54	34		184	5,990		5,990
Miscellaneous		990	350	50	2,220	50		3,660	1,617		1,617
Bad debts		17,989	13,306					31,295			-
Scholarships awarded		18,895						18,895			-
Interest expense		154						154	3,987		3,987
Total	<u>\$ 885</u>	<u>\$ 458,761</u>	<u>\$ 248,477</u>	<u>\$ 136,224</u>	<u>\$ 190,724</u>	<u>\$ 46,990</u>	<u>\$ 13,553</u>	<u>\$ 1,095,614</u>	<u>\$ 358,390</u>	<u>\$ 1,199</u>	<u>\$ 359,589</u>

See notes to financial statements

CHILDREN UNLIMITED, INC.
Statements of Cash Flows
For the Years Ended June 30, 2019 and 2018

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash received from grants and contributions	\$ 1,311,565	\$ 1,383,815
Interest income received	73	53
Other income received	15,318	11,043
Cash paid to employees	(980,329)	(1,004,896)
Cash paid to suppliers and others	(349,601)	(412,597)
Interest paid	(3,062)	(4,141)
Net cash provided (used) by operating activities	<u>(6,036)</u>	<u>(26,723)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment	<u>-</u>	<u>(16,114)</u>
Net cash provided (used) by investing activities	<u>-</u>	<u>(16,114)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Payments on line of credit	<u>-</u>	<u>(30,000)</u>
Net cash provided (used) by financing activities	<u>-</u>	<u>(30,000)</u>
Net increase (decrease) in cash and cash equivalents	(6,036)	(72,837)
CASH AND EQUIVALENTS - July 1	<u>108,353</u>	<u>181,190</u>
CASH AND EQUIVALENTS - June 30	<u>\$ 102,317</u>	<u>\$ 108,353</u>
RECONCILIATION OF CHANGES IN NET ASSETS TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:		
Change in net assets	\$ 8,419	\$ (103,305)
ADJUSTMENTS TO RECONCILE CHANGES IN NET ASSETS TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:		
Depreciation	47,919	48,667
Change in operating assets and liabilities:		
Accounts receivable	(46,477)	47,342
Prepaid expenses	(188)	348
Accounts payable	(9,619)	(8,392)
Accrued expenses	(6,090)	(11,383)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>\$ (6,036)</u>	<u>\$ (26,723)</u>
SUPPLEMENTAL DATA:		
In-kind services received	\$ 7,166	\$ 4,329
In-kind expenses	<u>(7,166)</u>	<u>(4,329)</u>
	<u>\$ -</u>	<u>\$ -</u>

See notes to financial statements

CHILDREN UNLIMITED, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2019 and 2018

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

Children Unlimited, Inc. (the Entity) was organized as a nonprofit entity under Section 501(c)(3) of the Internal Revenue Code on November 24, 1986. The Entity was established for the purpose of providing developmental, educational, and therapeutic services to serve the needs of children from birth through five years of age and their families.

The accounting policies of Children Unlimited, Inc. conform to accounting principles generally accepted in the United States of America as applicable to nonprofit organizations except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification. The Entity is required to report information regarding its financial position and activities according to the following net asset classifications:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. The governing board has designated, from net assets without donor restrictions, net assets for building purposes.

Net Assets With Donor Restrictions – Net assets subject to donor or certain grantor imposed restrictions. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Entity that is, in substance, unconditional. The Entity reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

CHILDREN UNLIMITED, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2019 and 2018

Cash

Cash consists of demand deposits, cash on hand and all highly liquid investments with a maturity of ninety days or less.

Property and Equipment

Property and equipment are recorded at cost for purchased items and at fair value for donated items at the date of donation. The Entity's policy is to capitalize expenditures for major improvements and to charge to operations expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Playground	5-15
Buildings and improvements	5-39
Furniture and fixtures	5-10
Equipment	5-15

Depreciation expense for the years ending June 30, 2019 and 2018 was \$47,919 and \$48,667, respectively.

Accrued Earned Time

All full-time and part-time employees accrue earned time as they provide services. Earned time is accrued at 10% of the hours worked within a pay period. Earned time may be accrued to a maximum of 240 hours. Upon termination of employment, any accrued/unused earned time will be paid at current rates of pay, except for employees who have been employed for less than 90 days.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. It is the Entity's policy to charge off uncollectible receivables when management determines the receivable will not be collected. The allowance for doubtful accounts as of June 30, 2019 and 2018 was \$4,245.

Fundraising Activities

Fundraising expenses represent the cost of running special events by the Entity and totaled \$1,338 and \$1,119 for the years ending June 30, 2019 and 2018, respectively.

Donated Services

The Entity receives donated professional services which are recorded as both revenue and expenses at estimated fair value. Donated services recognized as revenue and expenses in the Statements of Activities for the years ending June 30, 2019 and 2018 was \$7,166 and \$4,329, respectively.

CHILDREN UNLIMITED, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2019 and 2018

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense was \$1,660 and \$1,768 for the years ending June 30, 2019 and 2018, respectively.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function.

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain administrative costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on a flat percentage rate. The expenses that are allocated include salaries, payroll taxes, and employee benefits.

Income Taxes

The Entity is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Entity has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Entity to report uncertain tax positions for financial reporting purposes. The Entity had no uncertain tax positions as of June 30, 2019 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

Estimates

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

Fair Value of Financial Instruments

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

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

CHILDREN UNLIMITED, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2019 and 2018

Change in Accounting Principle

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Entity has implemented ASU 2016-14 and has adjusted the presentation in these financial statements accordingly.

NOTE 2—LIQUIDITY AND AVAILABILITY

The Entity regularly monitors the availability of resources required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. Sources of liquidity include cash, accounts receivable, and lines of credit (See Note 4 for information about the Entity's line of credit).

The following table reflects the Entity's financial assets as of June 30, 2019 and 2018, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor restrictions or internal board designations. In the event the need arises to utilize the board designated reserve funds for liquidity purposes, the reserve could be drawn upon through board resolution.

Financial assets available for general expenditure, reduced by donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	<u>2019</u>	<u>2018</u>
Cash	\$ 102,317	\$ 108,353
Accounts receivable, net	<u>204,894</u>	<u>158,417</u>
Total Financial Assets	307,211	266,770
Less:		
Net assets with donor restrictions	(135,165)	(152,986)
Board designated reserve	<u>(14,909)</u>	<u>(14,894)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 157,137</u>	<u>\$ 98,890</u>

NOTE 3—CONCENTRATION OF CREDIT RISK

The Entity maintains its cash and investment balances in two financial institutions. The balances are insured by the Federal Deposit Insurance Corporation up to a combined total of \$250,000 per financial institution as of June 30, 2019 and 2018. The bank balances may, at times, materially exceed federally insured limits. The Entity has not experienced any losses on such accounts. The Entity's cash was fully insured as of June 30, 2019 and 2018.

CHILDREN UNLIMITED, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2019 and 2018

NOTE 4—LINE OF CREDIT

The Entity has maintained a line of credit of \$200,000 with a financial institution. The outstanding balance on this line of credit was \$25,000 as of June 30, 2019 and 2018. Any outstanding balance is payable in full immediately upon demand. The terms of the agreement indicate the interest rate on any outstanding balance shall be equal to the prime rate, as published daily in the Wall Street Journal, plus 0.99% per annum. The interest rate as of June 30, 2019 and 2018 was 6.49% and 5.99%, respectively.

NOTE 5— NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following at June 30, 2019 and 2018:

	<u>6/30/19</u>	<u>6/30/18</u>
Silver anniversary fund	\$ 13,875	\$ 14,144
Scholarship funds	21,173	25,736
Development funds		75,683
Ham charitable fund	23,643	27,666
Early Learning Grant	49,618	
NH charitable fund		500
Integrated delivery network funds	<u>26,856</u>	<u>9,257</u>
	<u>\$ 135,165</u>	<u>\$ 152,986</u>

NOTE 6—ECONOMIC DEPENDENCE

During the year ended June 30, 2019 and 2018, the Entity received \$309,945 (22.45%) and \$303,486 (22.45%), respectively, of its revenues in the form of fees and grants from the State of New Hampshire. This funding includes family support grant revenue and Medicaid income.

The Comprehensive Family Support Services grant agreement has been renewed through June 30, 2020. Revenue is recognized as earned under the terms of the grant contract and is received on a cost reimbursement basis. Other support originates from other program services, contributions, Town support, and other income.

NOTE 7—CONTINGENCIES

The Entity participates in a number of Federal and State assisted grant programs and contracts. Such programs may be subject to financial and compliance audits by the grantors or their representatives. The amounts, if any, of expenses which may be disallowed by a grantor agency cannot be determined at this time, although the Entity expects such amounts, if any, to be immaterial.

NOTE 8—SUBSEQUENT EVENTS

Subsequent events have been evaluated through April 2 2020, which is the date the financial statements were available to be issued.

Children Unlimited, Inc.
2020 Board of Directors

Tracy Orlando, President
Barbara Campbell, Treasurer
Carolina Marles, Secretary
Emily Beaulieu
Katie Smith
Jennifer Selfridge

Ardis Yahna, Executive Director
Emma Bell, Finance Manager

Ardis Yahna

Experience

Occupational Therapist Registered/Licensed in NH

Children Unlimited, Conway, NH

9/1997 – Present

Executive Director

Assistant Director at Children Unlimited (7/1/2017-6/30/2018) Supported the Executive Director with daily operations. Coordinated trainings for child care staff as worked toward Licensing Plus 2.0.

Family Centered Early Supports and Services (FCESS) Program Director (7/1/2016-6/30/2017) Coordinated services for 70+ families ensuring timely services, appropriate therapies, and documentation. Kept NH Leads database for CU ESS Program current and in compliance with Part C rules and regulations.

Served on two initiatives through NH Part C

- SEE Change (Sustainable Early Engagement for Change): received training in the SEE Change model (with a focus on implementing, sustaining and scaling up evidence-based practices to improve child outcomes) and currently serve on the leadership team with Northern Human Services
- COS (Child Outcomes Summary): received intensive training on the COS process (a system for states to summarize data on children at entry and exit from ESS for federal reporting purposes) with a plan to become a team of trainers who will roll-out updated training to all FCESS programs in NH to begin 3/2017

Provide occupational therapy services to children in both FCESS program and preschool special education, including evaluation and therapy.

Collaboratively develop and implement IFSP's and IEP's with CU team of therapists, educators, and support staff, as well as families and local school districts.

Served as Program Coordinator for Pediatric Evaluation Clinic at CU (PECCU) from 1/2010-12/2013. The clinic evaluated, diagnosed and provided recommendations for children suspected of being on the Autism spectrum.

Supervised Fieldwork level I and II students from University of New Hampshire.

North Country Independent Living (NCIL), North Conway, NH

6/2012-3/2015

Provided contract occupational therapy services to two teenaged children through NCIL's school program, including direct services and collaboration with other providers to create and support implementation of each child's educational program.

Occupational Therapist Registered/Licensed in VA

Arlington Public Schools, Arlington, VA

12/93 – 6/97

Screened and evaluated students aged 2-21 for eligibility for school-based occupational therapy services.

Planned and implemented therapy for eligible students using several models, including direct, consultative, monitoring and inclusive services.

Participated in IEPs, IFSPs, triennials, eligibilities, and weekly preschool team meetings.

Supervised COTAs (Certified Occupational Therapy Assistants) and OT Fieldwork level I and II students.

Education

Professional development and training

Ongoing

Master of Occupational Therapy, University of Puget Sound, Tacoma, WA

12/93

Bachelor of Science, James Madison University, Harrisonburg, VA

8/88

Leadership

Served on Shooting Star Fund Board

Served on North Conway Library Board as Treasurer

Served on Bartlett Community Preschool Board

Emma Bell

Objective

This resume is to show my work-related and educational credentials so that I may be considered for future employment.

Education

MS | 09/2018 | SNHU (ONLINE)

- Major: Accounting & Finance

BS | 01/2017 | SNHU (ONLINE)

- Major: Accounting & Finance
- Minor: Information Technology

Skills & Abilities

- accounting and finance
- computer – typing, scanning, Word, Excel
- organization and time management
- multitasking
- mathematical and problem-solving
- some medical billing
- customer service
- supervisory

Experience

FINANCIAL ADMINISTRATOR | CHILDREN UNLIMITED | 05/2017 – PRESENT

- handle all payables and collections; post all payments and purchases to appropriate accounts in Quickbooks
- complete weekly child care billing, monthly medical billing for children's therapies, monthly Medicaid billing for the Family Resource Center, and monthly contract billing for Preschool students
- complete weekly deposits for all collections, insurance payments, and grant and donation income
- complete bi-weekly payroll for roughly 35 staff using Paychex
- complete monthly bank reconciliations and provide financials and a written summary of the month's financial activity to the board of directors
- maintain some HR functions

- participate in annual audit

A/R ASSOCIATE / CASHIER | MEMORIAL HOSPITAL | 09/2013 - 05/2017

- post patient and insurance payments to corresponding accounts daily using manual and electronic methods
- reconcile all payments to the daily deposit using numerous spreadsheets
- apply various discounts and adjustments to patient accounts
- refund patients and insurances when applicable
- act as administrator for Secure Bill Pay - the hospital's payment processing website
- trained in accounts payable system
- able to / occasionally: complete daily deposit, work follow-up for insurance denials, overpayments, and unidentifiable payments, close computer systems for the day/month, run various reports for account management, assist financial advocates and patients with questions on accounts, and perform some Medicare and Medicaid billing duties

****In March of 2016, I was promoted to Cash Team Lead which added to the above list the following responsibilities:**

- maintaining communication between management and the cashiers
- training new cashiers
- assisting the other cashiers with daily posting questions
- making sure each day's postings reconcile to the bank deposit
- minor supervisory functions within the billing office in general such as ordering supplies and assisting with clerical functions
- working with the Senior Accountant to ensure accuracy of postings and to assist with monthly reconciliations

SWITCHBOARD OPERATOR | MEMORIAL HOSPITAL | 06/2011 - 09/2013

- answered phones and directed calls
- contacted on-call personnel for patients as well as for other doctors
- announced and followed protocol for all universal codes
- maintained internal and external phone lists and contacts
- scanned medical records for all departments
- occasionally registered patients for lab work and x-rays

Work Contacts

- Ardis Yahna, Executive Director, Children Unlimited. [603-447-6356]
- William Bullock, Revenue Cycle Manager, Memorial Hospital. [603-356-5461 x2224]
- Miriam Eastman, Switchboard / Registration Supervisor, Memorial Hospital. [603-356-5461 x2237]

Barbara Ross

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 Director at 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.

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

Patricia Carroll

- Experience** **March 2018 - present**
Children Unlimited, Family Connections Resource Center – Conway, NH
Family Support Provider
- Promote family wellness and decrease family stressors in order to prevent child abuse and neglect
- 2014 – March 2018**
Child & Family Services – Laconia, NH
Parent Aide
- Supervised visits with parents and children, help families find community resources and wrote supervised notes
- 2013 - 2014**
Parent Information Center – Concord, NH
Volunteer Educational Advocate
- Advocated for families having children with special needs, specializing in assisting children with establishing IEPs
- 2010 - 2013**
Special Olympics – Rochester, NH
Sports Coach
- Coached a team of 12 – 15 youth and adults on the bowling, track and snowshoeing teams. Trained to handle athletes with both mild and significant behavior conducts
- 2010 - 2011**
NH Partners in Health, Family Advisory Council – Strafford County, NH
Board Member
- Worked on committees the fundraised to support families of children with chronic illnesses
- 2009 - 2012**
Community Partners, Family Advisory Board – Strafford County, NH
Board Member
- Worked as part of a team to support families in Strafford County having children with disabilities

Education Fitchburg State College – Fitchburg, Ma. 1973-1974
Rochester Manor – CNA – 1985

- Awards & Training**
- Training: Domestic violence, access to safe housing, human trafficking
 - Training: Workplace safety
 - Training: Behavioral Conduct for Special Olympics
 - Training: 11 – week course as Volunteer Educational Advocate
 - “Pay It Forward,” Parent Information Center

Lauren Kidder

Summary

Dedicated and compassionate child care associate completing an associates degree in human services with excellent interpersonal skills. Adept in multitasking and critical thinking with knowledge of local community resources as well as research and planning skills. Experience working with all types of cultural and socioeconomic backgrounds.

Education

Plymouth State University: 2013-2015

- Studied social work with an emphasis in children and families
- Accepted to the Phi Omega Honor Society

White Mountains Community College: 2016-Present

- Enrolled to get certificate in Human Services followed by an associates degree in Human Services

Work Experience

February 2014-May 2014: Activities volunteer at Mineral Springs Nursing Home

- Coordinating and organizing activities
- Communicating the clients needs and wants for their activity time to the activity's coordinator
- Collecting data

September 2016-November 2017: Child care provider at New Life program for addicted mothers

- Supervising infants (ages two months- one year), included feeding, changing, and age appropriate activities
- Communicating with mothers and educating them on their child's needs at given ages

March 2016-December 2018: Child Care Associate at Children Unlimited Inc.

- Communicating with both children and their caretakers of all backgrounds
- Supervising and monitoring children from ages six weeks to five years
- Developing schedules and routines
- Keeping records and portfolios of children's progress throughout an extended period of time

Schelley Rondeau

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

1997-2010

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
Norwich University Northfield, Vermont

Commander's Award for Public Service- June 1995

Superior Performance Award from Gorgas Anny Community Hospital 1994

Certified as Lactation Counselor-current

Certified in Parents As Teachers program 2003-current

Certified in Growing Great Kids Program 2012- current

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

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Children Unlimited, Inc.

Name of Program: Comprehensive Family Support Services RFP-2021-DEHS-02-COMPR

BUDGET PERIOD: SFY 2021				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Barbara Ross	FRC Director	\$51,948	80.00%	\$41,558.40
Cathleen Livingston	Family Support Provider	\$37,440	80.00%	\$29,952.00
Patricia Carroll	Family Support Provider	\$17,680	80.00%	\$14,144.00
Lauren Kidder	Family Support Provider	\$14,560	80.00%	\$11,648.00
New Hire	Family Support Provider	\$9,360	80.00%	\$7,488.00
Schellee Rondeau	Nurse Coord./Family Support Provider	\$3,380	100.00%	\$3,380.00
Helen Rautenberg	Family Support Provider	\$9,945	100.00%	\$9,945.00
Ardis Yahna	Executive Director	\$20,800	80.00%	\$16,640.00
Emma Bell	Financial Administrator	\$14,560	80.00%	\$11,648.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$146,403.40

BUDGET PERIOD: SFY 2022				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Barbara Ross	FRC Director	\$51,948	80.00%	\$41,558.40
Cathleen Livingston	Family Support Provider	\$37,440	80.00%	\$29,952.00
Patricia Carroll	Family Support Provider	\$17,680	80.00%	\$14,144.00
Lauren Kidder	Family Support Provider	\$14,560	80.00%	\$11,648.00
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Ardis Yahna	Executive Director	\$20,800	80.00%	\$16,640.00
Emma Bell	Financial Administrator	\$14,560	80.00%	\$11,648.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$146,403.40

BUDGET PERIOD: SFY 2023				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Barbara Ross	FRC Director	\$51,948	80.00%	\$41,558.40
Cathleen Livingston	Family Support Provider	\$37,440	80.00%	\$29,952.00
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Ardis Yahna	Executive Director	\$20,800	80.00%	\$16,640.00
Emma Bell	Financial Administrator	\$14,560	80.00%	\$11,648.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$146,403.40

BUDGET PERIOD: SFY 2024				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Barbara Ross	FRC Director	\$51,948	80.00%	\$41,558.40
Cathleen Livingston	Family Support Provider	\$37,440	80.00%	\$29,952.00
Patricia Carroll	Family Support Provider	\$17,680	80.00%	\$14,144.00
Lauren Kidder	Family Support Provider	\$14,560	80.00%	\$11,648.00
New Hire	Family Support Provider	\$9,360	80.00%	\$7,488.00
Schelley Rondeau	Nurse Coord./Family Support Provider	\$3,380	100.00%	\$3,380.00
Helen Rautenberg	Family Support Provider	\$9,945	100.00%	\$9,945.00
Ardis Yahna	Executive Director	\$20,800	80.00%	\$16,640.00
Emma Bell	Financial Administrator	\$14,560	80.00%	\$11,648.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$146,403.40

Subject: Comprehensive Family Support Services RFP-2021-DEHS-02-COMPR-01

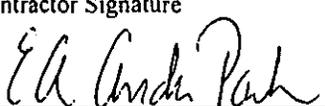
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Partnership of Strafford County		1.4 Contractor Address 577 Central Avenue, St 16 Dover NH 03820	
1.5 Contractor Phone Number (603) 435-2500	1.6 Account Number 05-095-042-421010-29680000-102-500734, 05-095-042-421010-29730000-102-500734, 05-095-042-421010-29660000-102-500734 05-095-045-450010-61270000-102-500731 05-095-045-450010-61460000-502-500891, 05-095-090-902010-51900000-102-500731, 05-095-042-421010-29580000-645-5004004	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$1,229,692
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/9/20		1.12 Name and Title of Contractor Signatory Betsey Andrews Parker, CEO	
1.13 State Agency Signature  Date: 6/25/20		1.14 Name and Title of State Agency Signatory Christine Santaniello, Director, DEHS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			

Contractor Initials *EAP*
 Date 6/9/20

By:	Director, On:
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>	
By: <i>/s/Christen Lavers</i>	On: 6/28/20
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>	
G&C Item number:	G&C Meeting Date:

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020. ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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EXHIBIT B

Scope of Services

1. Statement of Work

1.1. General Services

- 1.1.1. The Contractor shall provide services in this agreement to pregnant and parenting women and other families with children up to twenty-one (21) years of age who:
 - 1.1.1.1. Are at risk for experiencing difficulty with:
 - 1.1.1.1.1. Pregnancy;
 - 1.1.1.1.2. Health and nutrition;
 - 1.1.1.1.3. Education and Employment
 - 1.1.1.1.4. Parenting challenges;
 - 1.1.1.1.5. Social isolation;
 - 1.1.1.1.6. Substance use disorders;
 - 1.1.1.1.7. Mental health events; and
 - 1.1.1.2. Seeking Comprehensive Family Support Services in a voluntary manner.
- 1.1.2. The Contractor shall provide services at Innovation Service Center at Bradley Commons, 577 Central Avenue, Dover, NH, at 150 Wakefield Street, Rochester NH, at 527 Main Street, Farmington, NH and other locations, as mutually agreed upon between the Contractor and the client, within the Department of Health and Human Services Rochester District Office Catchment Area.
- 1.1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:30 AM to 4:30 PM, excluding state and federal holidays.
- 1.1.5. The Contractor shall continue working toward obtaining, and once approved – maintaining, the designation of a Qualified Family Resource Center (FRC-Q) through the contract completion date, ensuring application for the FRC-Q designation is submitted for review by the New Hampshire Children's Trust and the Wellness and Prevention Committee no later than April 1, 2021.



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- 1.1.6. The Contractor shall collaborate with the Department and its Facilitating Organization to ensure a statewide system of Comprehensive Family Support Services (CFSS).
- 1.1.7. The Contractor shall attend quarterly meetings for CFSS, as scheduled by the Department.
- 1.1.8. The Contractor shall provide CFSS utilizing the Strengthening Families Framework through the 'No Wrong Door' approach, which may be provided through a variety of methods, as determined to be convenient for clients and families, which include, but are not limited to:
 - 1.1.8.1. Home visiting services.
 - 1.1.8.2. Workshops.
 - 1.1.8.3. Community events.
- 1.1.9. The Contractor shall provide services designed to prevent child maltreatment, neglect and Juvenile Justice Involvement by ensuring:
 - 1.1.9.1. Services are trauma informed.
 - 1.1.9.2. Parenting education and family support is available through a variety of evidence-based curriculums.
 - 1.1.9.3. Age appropriate education is available utilizing Bright Futures-Guidelines for Health Supervision of Infants, Children and Adolescents.
- 1.1.10. The Contractor shall provide and connect families to services that include but are not limited to:
 - 1.1.10.1. Social.
 - 1.1.10.2. Healthcare.
 - 1.1.10.3. Family Planning.
 - 1.1.10.4. Parenting Support.
- 1.1.11. The Contractor shall provide CFSS support to parents who may be experiencing social, emotional, physical and mental health events that interfere with their ability to parent their children.
- 1.1.12. The Contractor shall provide CFSS in a flexible and integrated approach that provides support services to families on a continuum of three (3) stages:
 - 1.1.12.1. Prevention.
 - 1.1.12.2. Early intervention.



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1.1.12.3. Crisis.

1.1.13. The Contractor shall facilitate identification and evaluation of programs and services available to families experiencing conditions that may include, but are not limited to:

1.1.13.1. A previous or current founded, or unfounded, child protective services report.

1.1.13.2. Having a child who has a low birth weight and neuro developmental delays.

1.1.13.3. A history of, or current, parental or caregiver substance abuse.

1.1.13.4. A history of, or current, mental health concerns relative to the parent, caregiver, or child(ren).

1.1.13.5. Having income at or below 300% of the Federal Poverty Level.

1.1.13.6. Family history of domestic violence.

1.1.13.7. Child's insecure attachment in early years.

1.1.13.8. Pregnancy; birth of a child within the past twelve (12) months; birth of an additional child within the next six (6) months; birth or expected birth of a child with special healthcare needs.

1.1.13.9. Pregnant individuals with prenatal substance use concerns and families with substance exposed infants.

1.1.13.10. Having more than one (1) child under the age of three (3) years.

1.1.13.11. Physical or social isolation or any other factors that contribute to unhealthy social and emotional outcomes.

1.1.13.12. Home conditions presenting a health and/or safety risk to family members.

1.1.13.13. Child or family with chronic health, behavioral or developmental issues which impacts parenting.

1.1.13.14. Ages and Stages Questionnaire (ASQ) and Ages and Stages Questionnaire Social Emotional (ASQ-SE) results that indicate developmental delays.

1.1.13.15. Families impacted by traumatic events.

1.1.13.16. Receiving Temporary Assistance to Needy Families (TANF) cash assistance or any of the Medicaid options.



EXHIBIT B

1.1.13.17. Substance Use Disorder services.

1.1.14. The Contractor shall ensure services are multigenerational; trauma-informed; culturally responsive; strengths-based; and focused on empowering families. The Contractor shall ensure service activities include, but are not limited to:

1.1.14.1. Evidence-based practices, where available.

1.1.14.2. Education and direct services that support parent and child wellbeing.

1.1.14.3. Case management.

1.1.14.4. Connections to a broad range of resources and referrals that respond to a family's needs.

1.1.15. The Contractor shall collaborate with business and agencies to provide outreach to families who may be in need of services. The Contractor shall:

1.1.15.1. Maintain collaborative relationships with business and agencies that include, but are not limited to:

1.1.15.1.1. Non-profit partners.

1.1.15.1.2. Businesses within the communities served.

1.1.15.1.3. Health care providers.

1.1.15.1.4. Hospitals and OBGYN services providers.

1.1.15.1.5. Human service providers.

1.1.15.1.6. Municipalities.

1.1.15.2. Expand outreach in the community by offering:

1.1.15.2.1. Developmental screenings county-wide in a variety of community settings;

1.1.15.2.2. Workshops in the more rural towns in the county; and

1.1.15.2.3. Hosting community networking events.

1.1.15.3. Publish an annually in-depth publication designed to connect people with the wide array of services offered within the catchment area.

1.1.15.4. Meet regularly with community partners to stay connected and ensure that agencies are aware of current services available.



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- 1.1.15.5. Utilize its website and social media platforms to connect with families and the community to promote services and programs offered.
- 1.1.15.6. Provide an informational flyer containing photos of home visitors to support warm handoffs when referred.
- 1.1.15.7. Ensure home visitors join meetings with referral partners when possible to support the warm handoff and build rapport.
- 1.1.15.8. Host networking events in all cities and towns, including developmental screening days and car seat safety checks to support community outreach and access to services.
- 1.1.16. The Contractor shall provide concrete support which includes, but is not limited to:
 - 1.1.16.1. Supporting parental resilience.
 - 1.1.16.2. Sharing knowledge of parenting and child development.
 - 1.1.16.3. Building social and emotional competence in families.
- 1.1.17. The Contractor shall ensure services are available during times that are convenient for families, including during hours that accommodate families who may have non-traditional schedules or hours.

1.2. Assessments and Referrals

- 1.2.1. The Contractor shall accept referrals from hospitals and medical centers when clients have a Plan of Safe Care, or assist pregnant and postpartum women with developing a Plan of Safe Care in collaboration with medical providers. The Contractor shall:
 - 1.2.1.1. Provide early intervention in at risk pregnant and parenting families;
 - 1.2.1.2. Prioritize pregnant parents with substance use disorder for support and assignment; and
 - 1.2.1.3. Request Plans of Safe Care when enrolling families.
- 1.2.2. The Contractor shall complete a Family Assessment utilizing the Protective Factors Survey, 2nd Edition (PFS-2) for each family referred for services in order to:
 - 1.2.2.1. Identify risk factors;
 - 1.2.2.2. Determine appropriate CFSS; and
 - 1.2.2.3. Provide appropriate CFSS.



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- 1.2.3. The Contractor shall provide each family with an Individual Service Plan (ISP) that addresses and targets barriers to receiving education and support services, which may include, but are not limited to:
- 1.2.3.1. Program for Infant Toddler Care.
 - 1.2.3.2. I am Moving, I am Learning (IMIL).
 - 1.2.3.3. Positive Solutions for Families by providing the parent element to the Pyramid Model Framework for Social and Emotional Development.
 - 1.2.3.4. Mind in the Making, an 8 part series that explores supporting the development of executive function in young children and uses the Vroom application and materials as companions for parent training and support.
 - 1.2.3.5. Positive Solutions for Families.
 - 1.2.3.6. Car Seat Safety, including installation events.
 - 1.2.3.7. Community Response to Pandemic, which includes organizing and implementing mass vaccinations.
 - 1.2.3.8. Cooperative Parenting and Divorce.
- 1.2.4. The Contractor shall provide referrals to appropriate community-based services and other resources that support families in their home communities, which may include, but are not limited to:
- 1.2.4.1. Counseling.
 - 1.2.4.2. Adult education.
 - 1.2.4.3. Employment training.

1.3. Home Visiting

- 1.3.1. The Contractor shall provide CFSS home visiting services to parenting families with children up to the age of twenty-one (21) with priority given to those who:
- 1.3.1.1. Are first time mothers;
 - 1.3.1.2. Have low incomes;
 - 1.3.1.3. Are less than twenty-one (21) years of age;
 - 1.3.1.4. Have a history of child abuse or neglect or have had interactions with child welfare services;
 - 1.3.1.5. Have a history of substance abuse or need substance abuse treatment;



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- 1.3.1.6. Use tobacco products in the home;
 - 1.3.1.7. Have or have had children with low student achievement;
 - 1.3.1.8. Have children with developmental delays or disabilities; or
 - 1.3.1.9. Are in families that include individuals who are serving or have formerly served in the armed forces, including such families that have members of the armed forces who had had multiple deployments outside of the United States.
- 1.3.2. The Contractor shall provide home visiting services that are respectful of families' cultures and values while building on their strengths, being responsive to their needs, and ensuring voluntary participation of the families served.
- 1.3.3. The Contractor shall facilitate referrals, as appropriate to Early Support and Services or local school districts for evaluation and Individualized Education Program (IEP) support. The Contractor shall work to bridge gaps in services by working with:
- 1.3.3.1. School counseling partners;
 - 1.3.3.2. Childcare providers; and
 - 1.3.3.3. Preschool providers to help bridge any gaps between home and school.
- 1.3.4. The Contractor shall utilize home visits as the primary method of CFSS service delivery, and shall:
- 1.3.4.1. Offer flexible times and convenient locations for home visiting with the family;
 - 1.3.4.2. Meet families in the community;
 - 1.3.4.3. Provide additional education; and
 - 1.3.4.4. Provide family resources designed to strengthen and support families.
- 1.3.5. The Contractor shall ensure visiting services include, but are not limited to providing:
- 1.3.5.1. Access to trained Recovery Coaches to assist individuals with recovery and prevention of relapse, as appropriate.
 - 1.3.5.2. Whole Family coaching.
 - 1.3.5.3. Assurance 16 case management support.



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- 1.3.5.4. Assistance to families with applying for public assistance programs that may include, but are not limited to:
 - 1.3.5.4.1. The NH-Easy system application process.
 - 1.3.5.4.2. Medicaid enrollment.
 - 1.3.5.4.3. Supplemental Nutrition Assistance Program (SNAP) Food benefits.
 - 1.3.5.4.4. Temporary Assistance for Needy Families (TANF).
 - 1.3.5.4.5. Child Care Scholarship.
 - 1.3.5.4.6. Child Care Aware of New Hampshire programs.
- 1.3.5.5. Preparation of families for their initial calls to providers for services, which may include, but are not limited to providers of:
 - 1.3.5.5.1. Transportation.
 - 1.3.5.5.2. Financial.
 - 1.3.5.5.3. Education.
 - 1.3.5.5.4. Mental and physical health.
 - 1.3.5.5.5. Recovery.
 - 1.3.5.5.6. Food security and nutrition.
 - 1.3.5.5.7. Early childhood education.
 - 1.3.5.5.8. Housing.
 - 1.3.5.5.9. Employment.
 - 1.3.5.5.10. Welfare and wellness supports.
- 1.3.5.6. Assistance to families related to housing solutions, which includes, but is not limited to:
 - 1.3.5.6.1. Completing housing and apartment applications.
 - 1.3.5.6.2. Assisting families to mitigate barriers to locating and maintaining housing.
 - 1.3.5.6.3. Connecting families to legal resources, if needed.
 - 1.3.5.6.4. Assisting with the removal of previous charges from a family's legal record in order to improve eligibility for housing.



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- 1.3.5.6.5. Providing transportation to appointments, as necessary, in order to facilitate access to necessary services.
- 1.3.5.6.6. Providing a warm hand off to services by accompanying families to initial appointments, if requested.
- 1.3.6. The Contractor shall provide training to parents on topics that include, but are not limited to:
 - 1.3.6.1. Parenting strategies designed to increase parent's confidence and success as parents.
 - 1.3.6.2. Co-parenting strategies, including teaching parenting skills that include, but are not limited to:
 - 1.3.6.2.1. Problem-solving skills;
 - 1.3.6.2.2. Promoting children's cognitive, academic and social skills;
 - 1.3.6.2.3. Positive discipline;
 - 1.3.6.2.4. Decision-making;
 - 1.3.6.2.5. Relationships;
 - 1.3.6.2.6. Self-control;
 - 1.3.6.2.7. Limit setting;
 - 1.3.6.2.8. Creating structure; and
 - 1.3.6.2.9. Setting appropriate expectations.
 - 1.3.6.3. Parenting children with Autism and sensory disorders.
 - 1.3.6.4. Child development topics to understand and provide for children's needs, which may include, but are not limited to:
 - 1.3.6.4.1. Secure attachments;
 - 1.3.6.4.2. Ongoing nurturing relationships;
 - 1.3.6.4.3. Physical protection and safety;
 - 1.3.6.4.4. Developmentally-appropriate experiences;
 - 1.3.6.4.5. Setting limits; and
 - 1.3.6.4.6. Providing structure.
 - 1.3.6.5. Parenting teenagers.



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- 1.3.6.6. Positive discipline strategies.
- 1.3.7. The Contractor shall ensure comprehensive screening tools are utilized for children up to five (5) years of age who are enrolled in home visiting services that include:
 - 1.3.7.1. An Ages and Stages Questionnaire (ASQ-3) a comprehensive screening tool measuring development; and
 - 1.3.7.2. An Ages and Stages Questionnaire for children's social-emotional development (ASQ-SE).
- 1.3.8. The Contractor shall promote oral health of infants, children, and adolescents, by providing:
 - 1.3.8.1. Oral health risk assessments;
 - 1.3.8.2. Anticipatory guidance and counseling on:
 - 1.3.8.2.1. Oral hygiene;
 - 1.3.8.2.2. Nutrition;
 - 1.3.8.2.3. Fluoride; and
 - 1.3.8.2.4. Dental referrals prior to the age of one year; and
 - 1.3.8.2.5. Preventative care.
- 1.3.9. The Contractor shall work with parents to build communications skills needed to effectively:
 - 1.3.9.1. Co-parent;
 - 1.3.9.2. Participate in appointments for:
 - 1.3.9.2.1. Welfare services;
 - 1.3.9.2.2. School meetings; and
 - 1.3.9.2.3. Medical appointments.
 - 1.3.9.3. Schedule healthy recreational and social activities for their children; and
 - 1.3.9.4. Strengthen parent-child relationships.
- 1.3.10. The Contractor shall provide child safety information through handouts and explanation via curricula including information available from the Centers for Disease Control (CDC) on a variety of childhood safety concerns, ranging from injury prevention to reduction of high-risk behaviors in teenagers, including, but not limited to:
 - 1.3.10.1. Car seat safety checks;



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- 1.3.10.2. Safety gates;
- 1.3.10.3. Portable cribs; and
- 1.3.10.4. Window guards.
- 1.3.11. The Contractor shall provide one-on-one education relative to effective parenting strategies, which includes, but is not limited to:
 - 1.3.11.1. Parents as Teachers curricula;
 - 1.3.11.2. Partners for a Healthy Baby; and
 - 1.3.11.3. Active Parenting for families with school-aged and adolescent-aged children.
- 1.3.12. The Contractor shall educate parents and guardians on Adverse Childhood Experiences (ACES) and the protective factors that can change outcomes for a child, which includes:
 - 1.3.12.1. Mentoring and coaching parents in their roles as advocates for their children;
 - 1.3.12.2. Building communication skills; and
 - 1.3.12.3. Recovery Coaching.
- 1.3.13. The Contractor shall encourage parents who smoke to make modifications that include, but are not limited to:
 - 1.3.13.1. Refraining from smoking in vehicles.
 - 1.3.13.2. Smoking outside of the home.
 - 1.3.13.3. Changing clothes after smoking.
 - 1.3.13.4. Washing hands after smoking.
- 1.3.14. The Contractor shall support clients seeking to quit smoking by assisting with the coordination of a quit plan with a medical provider.
- 1.3.15. The Contractor shall maintain a Family Service Record on each family in compliance with all HIPAA Privacy Rules. The Contractor shall ensure the Family Service Record includes, but is not limited to:
 - 1.3.15.1. Source of referral.
 - 1.3.15.2. Referral information.
 - 1.3.15.3. Release of information form.
 - 1.3.15.4. Family assessment.
 - 1.3.15.5. Child/Family services plan.



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- 1.3.15.6. Case contact log.
- 1.3.15.7. Receipt of health care.
- 1.3.15.8. Linkages with prenatal/primary care and visit schedule as outlined in American Academy Pediatrics, "Recommendations for Preventive Pediatric Health Care" schedule.
- 1.3.15.9. Progress notes.
- 1.3.15.10. Child care utilization and billing information.
- 1.3.15.11. Case closure report.
- 1.3.16. The selected Contractor shall ensure Family Service Records are summarized and entered into Quick Base in real-time.
- 1.3.17. The Contractor shall evaluate the progress of both parents and caregivers, as well as the performance of the programs and services provided.

1.4. Continuing Education and Employment Services

- 1.4.1. The Contractor shall work with several education agencies that offer parents the opportunity to continue their education and build the skills necessary to help them meet their career and self-sufficiency goals, which may include, but are not limited to:
 - 1.4.1.1. High School Equivalency (HISET):
 - 1.4.1.2. High School completion.
 - 1.4.1.3. Workforce training.
 - 1.4.1.4. Computer classes.
 - 1.4.1.5. Career exploration classes.
 - 1.4.1.6. Free 1:1 tutoring for adult learners.
 - 1.4.1.7. Adult Education Programs.
 - 1.4.1.8. Alternative Education Programs.
 - 1.4.1.9. Referrals to local colleges.
- 1.4.2. The Contractor shall partner with employment and workforce development services to assist economically disadvantaged and displaced workers gain employment and training, which includes, but is not limited to, referring eligible individuals to:
 - 1.4.2.1. Workforce development supports;



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- 1.4.2.2. Employment counselors;
- 1.4.2.3. Alternative education programs;
- 1.4.2.4. Career assessments;
- 1.4.2.5. Establishing childcare;
- 1.4.2.6. Transportation;
- 1.4.2.7. Networking;
- 1.4.2.8. Interview skills; and
- 1.4.2.9. On-the-job training.

1.5. Services for Pregnant Women

- 1.5.1. The Contractor shall collaborate with area agencies to serve pregnant women and families in recovery.
- 1.5.2. The Contractor shall request signed Release of Information consent forms from families to allow collaboration with hospitals and OBGYN offices to best support pregnant and postpartum individuals.
- 1.5.3. The Contractor shall provide prenatal child health information to pregnant women which includes, but is not limited to:
 - 1.5.3.1. Screening to ensure she is receiving prenatal care and is up-to-date on her visits.
 - 1.5.3.2. Referring to a provider, if care is not yet being received.
 - 1.5.3.3. Follow-up conversations to ensure prenatal visits are being kept.
 - 1.5.3.4. Information provided to explain the normal changes that occur throughout pregnancy.
 - 1.5.3.5. Things an expectant woman can do to give her unborn baby a healthy start to life.
 - 1.5.3.6. Signs and symptoms of premature labor.
 - 1.5.3.7. Effects of harmful substances, including tobacco, alcohol and drugs on the unborn child.
- 1.5.4. The Contractor shall conduct postnatal visits to assess maternal and newborn health, ensuring the visits include, but are not limited to:
 - 1.5.4.1. An Edinburgh screening to rule out or address post-partum depression;
 - 1.5.4.2. Assessment of successful breastfeeding for nursing mothers;

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- 1.5.4.3. Address maternal-infant attachment;
- 1.5.4.4. Family Planning;
- 1.5.4.5. Child health and safety issues;
- 1.5.4.6. Well-child visits and immunizations; and
- 1.5.4.7. Offering additional support and suggestions as necessary.

1.6. Emergency Services

- 1.6.1. The Contractor shall inter-refer families who apply for fuel emergency assistance to other supports specific to each family's well-being which includes, but is not limited to:
 - 1.6.1.1. Assurance 16 Program to prevent future fuel emergencies from occurring in the following fuel season;
 - 1.6.1.2. Emergency Services Grant to address emergencies; and
 - 1.6.1.3. Rapid Rehousing Programs to address housing needs.
- 1.6.2. The Contractor shall refer at-risk families to the Whole Family Program, which provides assistance that includes, but is not limited to:
 - 1.6.2.1. Additional two-generational case management and support; and
 - 1.6.2.2. Assistance with overcoming barriers to move towards financial stability and wellness.
- 1.6.3. The Contractor shall assist families with increasing food security by providing access to:
 - 1.6.3.1. Food pantries;
 - 1.6.3.2. At Risk After-School programs;
 - 1.6.3.3. Temporary Emergency Food Assistance (TEFAP); and
 - 1.6.3.4. Thanksgiving and Holiday Food Basket programs.

1.7. Staffing

- 1.7.1. The Contractor shall provide consultation services from a clinician or prescribing practitioner, who is licensed by the NH Board of Psychological Examiners, as a health care professional.
- 1.7.2. The Contractor shall require all staff, subcontractors, and volunteers who have contact with children complete a criminal background check and central registry check.



EXHIBIT B

- 1.7.3. The Contract shall ensure staff who shall drive as part of their job duties maintain a valid driver's license.
- 1.7.4. The Contractor shall provide one (1), 0.25 Full Time Equivalent (FTE) Director.
- 1.7.5. The Contractor shall provide one (1), 0.50 FTE Program Manager who shall have at a minimum:
- 1.7.5.1. A Master's degree in social work, counseling, nursing, public health or a related field; and
 - 1.7.5.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.7.5.3. A Bachelor's degree in social work, counseling, nursing, public health or a related field; and
 - 1.7.5.4. Five (5) 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.
- 1.7.6. The Contractor shall ensure the Program Manager job duties include, but are not limited to:
- 1.7.6.1. Implementation of high-quality programming;
 - 1.7.6.2. Managing home visiting programs and staff;
 - 1.7.6.3. Orientation of new staff;
 - 1.7.6.4. Supervision and support of professional development for staff;
 - 1.7.6.5. Collaboration internally and externally in the community to establish referral sources; and
 - 1.7.6.6. Visit with families as a fill-in for a position that is vacant.
- 1.7.7. The Contractor shall provide a minimum of two (2) FTE Paraprofessional Home Visitors who shall have at a minimum:
- 1.7.7.1. A Bachelor's degree in social work, counseling, nursing, human services, early childhood education or a related field; and
 - 1.7.7.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting.
- 1.7.8. The Contractor shall ensure Paraprofessional Home Visitors:



EXHIBIT B

- 1.7.8.1. Assist families in obtaining services;
 - 1.7.8.2. Provide coaching to families;
 - 1.7.8.3. Establish a trusting relationship with families;
 - 1.7.8.4. Assess a families resource needs;
 - 1.7.8.5. Provide necessary support, education and resources during times of high stress; and
 - 1.7.8.6. Provides case management.
- 1.7.9. The Contractor shall provide one (1) FTE Lead Paraprofessional Home Visitor who meets the same educational and experience requirements as the Paraprofessional Home Visitors, with additional duties that include, but are not limited to:
- 1.7.9.1. Supervise other Paraprofessional Home Visitors;
 - 1.7.9.2. Review case notes and files;
 - 1.7.9.3. Collect monthly reports;
 - 1.7.9.4. Review data entry;
 - 1.7.9.5. Attend local and statewide committee and coalition meetings to provide community outreach; and
 - 1.7.9.6. Act as liaison between home visitors and the Department.
- 1.7.10. The Contractor shall provide one (1) 0.08 FTE Health Services Coordinator/Program Nurse who is responsible for:
- 1.7.10.1. Coordination and delivery of health services to children and families participating in programs;
 - 1.7.10.2. Completing newborn assessments;
 - 1.7.10.3. Completing depression screenings;
 - 1.7.10.4. Providing education to families on:
 - 1.7.10.4.1. Health;
 - 1.7.10.4.2. Nutrition; and
 - 1.7.10.4.3. Prenatal care.
 - 1.7.10.5. Providing staff training on:
 - 1.7.10.5.1. Cardiopulmonary Resuscitation (CPR);
 - 1.7.10.5.2. First aid; and



EXHIBIT B

1.7.10.5.3. Blood-borne pathogens.

1.7.11. The Contractor shall provide one (1), 0.15 Time Equivalent Outreach and Enrollment Coordinator who has, at a minimum:

1.7.11.1. A Bachelor's degree or higher in human services related field, marketing field or other related field;

1.7.11.2. A combination of human services, marketing or community outreach experience or education;

1.7.11.3. Experience working with low income families and connecting them to services;

1.7.11.4. Experience utilizing social media for outreach is preferred;

1.7.11.5. Prior experience and knowledge of Head Start programs and/or non-profit agencies is strongly preferred;

1.7.11.6. Intermediate to advanced computer literacy including, but not limited to:

1.7.11.6.1. Database management;

1.7.11.6.2. Data entry and reporting; and

1.7.11.6.3. Microsoft suite.

1.7.12. The Contractor shall ensure the Outreach and Enrollment Coordinator is responsible for:

1.7.12.1. Coordinating outreach in the community;

1.7.12.2. Recruiting eligible families for participation in all programs; and

1.7.12.3. Overseeing the initial eligibility of children and families into all programs.

1.7.13. The Contractor shall provide one (1), 0.13 FTE Program Assistant who supports:

1.7.13.1. All Contractor programs;

1.7.13.2. Tracking of in-kind;

1.7.13.3. Processing of invoices;

1.7.13.4. Purchasing; and

1.7.13.5. Other administrative tasks as needed.

1.7.14. The Contractor shall provide one (1), 0.75 FTE Family Resource Center Coordinator (FRC) who has, at a minimum:



EXHIBIT B

- 1.7.14.1. A Bachelor's Degree in social work, human services, family services counseling or related field;
 - 1.7.14.2. At least two (2) years of related experience in service delivery to families and children;
 - 1.7.14.3. Experience with coordinating and marketing adult, family, community, education programs and workshops;
 - 1.7.14.4. Experience with community collaborations;
 - 1.7.14.5. Strong knowledge of Microsoft Office Suites;
 - 1.7.14.6. Ability to quickly learn new systems and databases;
 - 1.7.14.7. Experience organizing and/or facilitating trainings and workshops;
 - 1.7.14.8. Knowledge of the use of presentation software and technology including event management software or applications; and
 - 1.7.14.9. Knowledge of community resources in Strafford County.
- 1.7.15. The Contractor shall ensure the Family Resource Center Coordinator is:
- 1.7.15.1. Responsible for overseeing the Family Resource Center;
 - 1.7.15.2. Supports the Designated FRC of Quality process;
 - 1.7.15.3. The coordinator for all parent/family/community education and workshops.
- 1.7.16. The Contractor shall ensure staff are trained in the principles of family support, maternal and child health, as well as the child welfare system, with concentrations in service array, as well as working in multidisciplinary teams.
- 1.7.17. The Contractor shall demonstrate on-going staff enrichment and development in areas that include, but are not limited to:
- 1.7.17.1. Skills needed to address the ethnic and cultural needs, resources and assets of the community;
 - 1.7.17.2. Exercising empathy, with an understanding of family stressors, for parents and families receiving services; and
 - 1.7.17.3. Effective home visiting and reporting practices.
- 1.7.18. The Contractor shall ensure a minimum of one (1) home visitor and the home visitor supervisor are trained in either Growing Great Kids or Parents as Teachers curriculum and follow the Growing Great Kids



EXHIBIT B

requirements no later than six (6) months from the resulting contract effective date.

- 1.7.19. The Contractor shall provide training to its home visiting team and new staff that includes, but is not limited to:
 - 1.7.19.1. Trauma-informed services and curriculum;
 - 1.7.19.2. Strength-based services;
 - 1.7.19.3. Parents as Teachers (PAT) training;
 - 1.7.19.4. Bright Future Guidelines for Health Supervision of Infants, Children and Adolescents;
 - 1.7.19.5. FRC-Q Standards of Quality;
 - 1.7.19.6. Edinburgh, ASQ-3 and ASQ-SE3 Screening;
 - 1.7.19.7. Promoting Mental Health;
 - 1.7.19.8. Recognizing Prenatal Depression;
 - 1.7.19.9. Developmental screening process;
 - 1.7.19.10. Anxiety Disorder in Children and Adolescents;
 - 1.7.19.11. Supporting the Parent-Child Relationship;
 - 1.7.19.12. Challenging Behaviors with Traumatized Children;
 - 1.7.19.13. Home Visitor Safety;
 - 1.7.19.14. NH Infant and Toddler Injury Prevention;
 - 1.7.19.15. Harmful effects of smoking, and second and third hand smoke;
 - 1.7.19.16. Striving for a Smoke-Free Environment;
 - 1.7.19.17. Keeping Babies Healthy and Safe; and
 - 1.7.19.18. Suicide Assessment and Intervention.
- 1.7.20. The Contractor shall ensure home visiting staff receive nine (9) hours of training in the areas of:
 - 1.7.20.1. Recognizing Substance Misuse;
 - 1.7.20.2. Optimizing Care for Mothers and Babies Affected by Prenatal Substance Exposure; and
 - 1.7.20.3. Caring for Substance-Exposed Infants.



EXHIBIT B

- 1.7.21. The Contractor shall provide recovery coach training to all home visiting staff.
- 1.7.22. The Contractor shall ensure staff receive training on families with children who have Autism.

1.8. Relevant Laws, Policies and Guidelines

- 1.8.1. The Contractor shall be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 1.8.2. The Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130:A, Lead Paint Poisoning and Control.
- 1.8.3. The Contractor shall participate and coordinate 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.
- 1.8.4. The Contractor shall promote immunizations, in accordance with NH RSA 141-C and the Immunization Rules promulgated thereunder.
- 1.8.5. The Contractor's program services shall meet the requirements of Sec. 401 (a)(3) of the 42USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF, which indicates one of the purposes 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.
- 1.8.6. The Contractor shall comply with confidentiality provisions of RSA 170-G: 8-a. All information regarding the Department's clients, client families, foster families, and other involved individuals, is strictly confidential and shall not be discussed with anyone except the Department's personnel in the performance of contracted services.
- 1.8.7. The Contractor shall maintain the confidentiality of all clients and use client information only for program administration purposes and evaluation, ensuring the following, including but not limited to:
 - 1.8.7.1. All staff and subcontractor(s) understand that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.

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EXHIBIT B

- 1.8.7.2. Receipt of public assistance and other confidential information shared shall be shared only as part of the medical record and only with the properly signed release of information from the client.
- 1.8.8. The Contractor shall, for purposes of program evaluation and/or continuous quality improvement, report personally identifiable health data to the Department as requested, for all clients served under the contract.
- 1.8.9. The Contractor shall obtain any authorizations for release of information from the clients that are necessary to comply with federal and state laws and regulations.
- 1.8.10. The Contractor shall provide all forms developed for authorization for release of information to the Department for approval prior to use.
- 1.8.11. The Contractor shall adhere to the legal requirements governing human subjects' research if considering using program participants for clinical or sociological research purposes.
- 1.8.12. The Contractor shall inform the Division of Public Health Services prior to initiating any research related to the contract.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements and Data Entry

- 3.1. The Contractor shall submit quarterly reports summarizing program activities for the previous quarter no later than the 15th day of the month following the reporting period, ensuring the first report is submitted no later than October 15, 2020, and includes:
 - 3.1.1. The progress in achieving the stated outcomes; and



EXHIBIT B

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- 3.1.2. Feedback from families as to the effectiveness and satisfaction of the contracted services.
- 3.2. The Contractor shall submit an annual report to the Department by July 31st of each contract year, with the first report due on July 31, 2020, which includes, but is not limited to:
- 3.2.1. Information regarding accomplishments and activities for the program;
 - 3.2.2. Recommendations for service development and outcomes;
 - 3.2.3. Systemic barriers; and
 - 3.2.4. Family satisfaction survey results.
- 3.3. The selected Vendor(s) must enter data into the Welligent System within thirty (30) days of receiving it, which includes, but is not limited to:
- 3.3.1. Encrypted client identifier; first two initials of the first name, first three initials of the last name;
 - 3.3.2. Gender; male or female;
 - 3.3.3. Date of Birth;
 - 3.3.4. Race;
 - 3.3.5. Ethnicity;
 - 3.3.6. Date of Screening;
 - 3.3.7. Which month ASQ was used;
 - 3.3.8. Recheck;
 - 3.3.9. Referred;
 - 3.3.10. Receiving services;
 - 3.3.11. Screening score;
 - 3.3.12. Consent signed to notify Primary Care Physician (PCP); and
 - 3.3.13. Date screen was sent to PCP.
- 4. Performance Measures**
- 4.1. The Department will monitor Contractor performance by reviewing consumer satisfaction data, which must indicate a minimum of 80% favorable rating.
- 4.2. The Department will focus on performance improvement topics that include, but are not limited to:
- 4.2.1. Increasing outreach to high-risk populations;



EXHIBIT B

- 4.2.2. Increasing the share of referred families who enroll in services;
 - 4.2.3. Increasing service completion rates; and
 - 4.2.4. Evaluating long-term program outcomes.
 - 4.3. The Department will work with the Contractor to ensure evidence-based strategies are used and appropriate metrics are tracked for specific programs and sub-populations.
 - 4.4. The Department reserves the right to request and collect other key data and metrics from the Contractor, including client-level demographic, performance, and service data.
 - 4.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve performance results, and adjust program delivery and policy based on successful outcomes.
- 5. Additional Terms**
- 5.1. Impacts Resulting from Court Orders or Legislative Changes.
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
 - 5.2. Culturally and Linguistically Appropriate Services (CLAS)
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
 - 5.3. Credits and Copyright Ownership
 - 5.3.1. 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, "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."



EXHIBIT B

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures;
 - 5.3.3.2. Resource directories;
 - 5.3.3.3. Protocols or guidelines;
 - 5.3.3.4. Posters; and
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical 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.
 - 6.1.2. All records must 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.
 - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
 - 6.1.4. Medical records on each patient/recipient of services.
- 6.2. 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



EXHIBIT B

records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. 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.

New Hampshire Department of Health and Human Services
COMPREHENSIVE FAMILY SUPPORT SERVICES



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 1.37%, by the US Department of Health and Human Services, Administrations on Children, Youth and Families, Child Welfare Social Services, Title IV-B, Subpart 1, of the Social Security Act, CFDA 93.645, FAIN# 2001NHCWSS.
 - 1.2. 6.74%, by the US Department of Health and Human Services, Administration for Children & Families, Administration on Children, Youth and Families, Promoting Safe and Stable Families, CFDA 93.556, FAIN# 2001FPSS.
 - 1.3. 23.23%, by the US Department of Health and Human Services, Administration for Children & Families, Title XX Grants, SSBG – Social Services Block Grant, CFDA 93.667, FAIN# 2001NHSOSR.
 - 1.4. 55.65%, by the US Department of Health and Human Services, Temporary Assistance for Needy Families, CFDA 93.558, FAIN# 19NHTANF.
 - 1.5. 1.80%, by the US Department of Health and Human Services, Maternal and Child Health Services Block Grant, CFDA 93.994, FAIN# 90CA1858.
 - 1.6. 11.21% General Funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Sub-recipient, in accordance with 2 CFR 200.330.
 - 2.2. The Contractor's negotiated Indirect Cost Rate of 16.90 applies in accordance with CFR §200.441.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-4, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

COMMUNITY ACTION PARTNERSHIP of
STRAFFORD COUNTY

Exhibit C

Contractor Initials

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New Hampshire Department of Health and Human Services
COMPREHENSIVE FAMILY SUPPORT SERVICES



EXHIBIT C

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to BFA@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

COMMUNITY ACTION PARTNERSHIP of
STRAFFORD COUNTY

Exhibit C

Contractor Initials

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New Hampshire Department of Health and Human Services
COMPREHENSIVE FAMILY SUPPORT SERVICES



EXHIBIT C

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- 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. 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.

Gap

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Exhibit C-1
BUDGET

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name: CAP for Strafford County

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR (Rochester DO Catchment)

Budget Period: SFY 2021 (7/1/2020 TO 6/30/21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 173,951.44	\$ -	\$ 173,951.44	\$ -	\$ -	\$ -	\$ 173,951.44	\$ -	\$ 173,951.44
2. Employee Benefits	\$ 48,706.40	\$ -	\$ 48,706.40	\$ -	\$ -	\$ -	\$ 48,706.40	\$ -	\$ 48,706.40
3. Consultants	\$ 4,895.25	\$ -	\$ 4,895.25	\$ 1,695.25	\$ -	\$ 1,695.25	\$ 3,200.00	\$ -	\$ 3,200.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,560.05	\$ -	\$ 3,560.05	\$ -	\$ -	\$ -	\$ 3,560.05	\$ -	\$ 3,560.05
6. Travel	\$ 8,855.00	\$ -	\$ 8,855.00	\$ -	\$ -	\$ -	\$ 8,855.00	\$ -	\$ 8,855.00
7. Occupancy	\$ 14,032.00	\$ -	\$ 14,032.00	\$ 6,332.00	\$ -	\$ 6,332.00	\$ 7,700.00	\$ -	\$ 7,700.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,315.00	\$ -	\$ 3,315.00	\$ -	\$ -	\$ -	\$ 3,315.00	\$ -	\$ 3,315.00
Postage	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
Subscriptions	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ 150.00
Audit and Legal	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Insurance	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,100.00	\$ -	\$ 3,100.00	\$ -	\$ -	\$ -	\$ 3,100.00	\$ -	\$ 3,100.00
11. Staff Education and Training	\$ 2,790.00	\$ -	\$ 2,790.00	\$ -	\$ -	\$ -	\$ 2,790.00	\$ -	\$ 2,790.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect cost: See approved indirect cost rate agreement	\$ -	\$ 49,495.10	\$ 49,495.10	\$ -	\$ -	\$ -	\$ -	\$ 49,495.10	\$ 49,495.10
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 265,955.14	\$ 49,495.10	\$ 315,450.25	\$ 8,027.25	\$ -	\$ 8,027.25	\$ 257,927.89	\$ 49,495.10	\$ 307,423.00

Indirect As A Percent of Direct

18.8%

Contractor Initials: CAP
Date: 6/19/20

Exhibit C-2
BUDGET

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name CAP for Strafford County

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR (Rochester DO Catchment)

Budget Period: SFY 2022 (7/1/2021 TO 6/30/22)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 175,645.14	\$ -	\$ 175,645.14	\$ -	\$ -	\$ -	\$ 175,645.14	\$ -	\$ 175,645.14
2. Employee Benefits	\$ 49,180.64	\$ -	\$ 49,180.64	\$ -	\$ -	\$ -	\$ 49,180.64	\$ -	\$ 49,180.64
3. Consultants	\$ 4,195.25	\$ -	\$ 4,195.25	\$ 1,695.25	\$ -	\$ 1,695.25	\$ 2,500.00	\$ -	\$ 2,500.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 3,022.12	\$ -	\$ 3,022.12	\$ -	\$ -	\$ -	\$ 3,022.12	\$ -	\$ 3,022.12
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,560.00	\$ -	\$ 2,560.00	\$ -	\$ -	\$ -	\$ 2,560.00	\$ -	\$ 2,560.00
6. Travel	\$ 8,855.00	\$ -	\$ 8,855.00	\$ -	\$ -	\$ -	\$ 8,855.00	\$ -	\$ 8,855.00
7. Occupancy	\$ 14,032.00	\$ -	\$ 14,032.00	\$ 6,332.00	\$ -	\$ 6,332.00	\$ 7,700.00	\$ -	\$ 7,700.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,315.00	\$ -	\$ 3,315.00	\$ -	\$ -	\$ -	\$ 3,315.00	\$ -	\$ 3,315.00
Postage	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
Subscriptions	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ 150.00
Audit and Legal	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Insurance	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,100.00	\$ -	\$ 3,100.00	\$ -	\$ -	\$ -	\$ 3,100.00	\$ -	\$ 3,100.00
11. Staff Education and Training	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect cost: See approved indirect cost rate agreement	\$ -	\$ 49,495.10	\$ 49,495.10	\$ -	\$ -	\$ -	\$ -	\$ 49,495.10	\$ 49,495.10
TOTAL	\$ 265,955.15	\$ 49,495.10	\$ 315,450.25	\$ 6,027.25	\$ -	\$ 6,027.25	\$ 257,927.90	\$ 49,495.10	\$ 307,423.00

Indirect As A Percent of Direct

18.6%

Contractor Initials *Cap*
Date *6/9/22*

Exhibit C-3
BUDGET

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name CAP Stafford County

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR (Rochester DO Catchment)

Budget Period: SFY 2023 (7/1/2022 TO 6/30/23)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 177,337.01	\$ -	\$ 177,337.01	\$ -	\$ -	\$ -	\$ 177,337.01	\$ -	\$ 177,337.01
2. Employee Benefits	\$ 49,654.38	\$ -	\$ 49,654.38	\$ -	\$ -	\$ -	\$ 49,654.38	\$ -	\$ 49,654.38
3. Consultants	\$ 3,695.25	\$ -	\$ 3,695.25	\$ 1,695.25	\$ -	\$ 1,695.25	\$ 2,000.00	\$ -	\$ 2,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,856.52	\$ -	\$ 1,856.52	\$ -	\$ -	\$ -	\$ 1,856.52	\$ -	\$ 1,856.52
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,560.00	\$ -	\$ 2,560.00	\$ -	\$ -	\$ -	\$ 2,560.00	\$ -	\$ 2,560.00
6. Travel	\$ 8,855.00	\$ -	\$ 8,855.00	\$ -	\$ -	\$ -	\$ 8,855.00	\$ -	\$ 8,855.00
7. Occupancy	\$ 14,032.00	\$ -	\$ 14,032.00	\$ 6,332.00	\$ -	\$ 6,332.00	\$ 7,700.00	\$ -	\$ 7,700.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,315.00	\$ -	\$ 3,315.00	\$ -	\$ -	\$ -	\$ 3,315.00	\$ -	\$ 3,315.00
Postage	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
Subscriptions	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ 150.00
Audit and Legal	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Insurance	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,100.00	\$ -	\$ 3,100.00	\$ -	\$ -	\$ -	\$ 3,100.00	\$ -	\$ 3,100.00
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect cost: See approved indirect cost rate agreement	\$ -	\$ 49,495.10	\$ 49,495.10	\$ -	\$ -	\$ -	\$ -	\$ 49,495.10	\$ 49,495.10
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 265,955.14	\$ 49,495.10	\$ 315,450.25	\$ 8,027.25	\$ -	\$ 8,027.25	\$ 257,927.89	\$ 49,495.10	\$ 307,423.00

Indirect As A Percent of Direct

18.6%

Contractor Initials *EWS*
Date *6/19/20*

Exhibit C-4
BUDGET

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name: CAP for Strafford County

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR (Rochester DO Catchment)

Budget Period: SFY 2024 (7/1/2023 TO 6/30/24)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 179,026.30	\$ -	\$ 179,026.30	\$ -	\$ -	\$ -	\$ 179,026.30	\$ -	\$ 179,026.30
2. Employee Benefits	\$ 50,127.38	\$ -	\$ 50,127.38	\$ -	\$ -	\$ -	\$ 50,127.38	\$ -	\$ 50,127.38
3. Consultants	\$ 3,846.25	\$ -	\$ 3,846.25	\$ 1,695.25	\$ -	\$ 1,695.25	\$ 2,151.00	\$ -	\$ 2,151.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,703.23	\$ -	\$ 1,703.23	\$ -	\$ -	\$ -	\$ 1,703.23	\$ -	\$ 1,703.23
6. Travel	\$ 8,855.00	\$ -	\$ 8,855.00	\$ -	\$ -	\$ -	\$ 8,855.00	\$ -	\$ 8,855.00
7. Occupancy	\$ 14,032.00	\$ -	\$ 14,032.00	\$ 6,332.00	\$ -	\$ 6,332.00	\$ 7,700.00	\$ -	\$ 7,700.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,315.00	\$ -	\$ 3,315.00	\$ -	\$ -	\$ -	\$ 3,315.00	\$ -	\$ 3,315.00
Postage	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
Subscriptions	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ 150.00
Audit and Legal	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
Insurance	\$ 100.00	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ 100.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 3,100.00	\$ -	\$ 3,100.00	\$ -	\$ -	\$ -	\$ 3,100.00	\$ -	\$ 3,100.00
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect cost: See approved indirect cost rate agreement	\$ -	\$ 49,495.10	\$ 49,495.10	\$ -	\$ -	\$ -	\$ -	\$ 49,495.10	\$ 49,495.10
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 285,955.14	\$ 49,495.10	\$ 315,450.25	\$ 8,027.25	\$ -	\$ 8,027.25	\$ 257,927.89	\$ 49,495.10	\$ 307,423.00

Indirect As A Percent of Direct

18.6%

Contractor Initials: *EAP*
Date: *6/9/20*



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

Vendor Initials EAR
Date 6/9/20

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.

Vendor Name:

6/9/20
Date

EAC Parker
Name: Betsy Andrews Parker
Title: CEO

Vendor Initials EAP
Date 6/9/20



CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name:

6/9/20
Date

Ed C Parker
Name: Betsy Andrews Parker
Title: CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials EAP
Date 6/9/20



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

6/9/20
Date

EAC Parker
Name: Betsy Andrews Parker
Title: CEO

Vendor Initials EAP
Date 6/9/20



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

The Vendor 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:

Vendor 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

Vendor Initials

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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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

6/9/20
Date

E.A. Parker
Name: Betsy Andrews Parker
Title: CEO

Exhibit G

Vendor Initials EAP

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

Date 6/9/20



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 Vendor 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 Vendor 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.

Vendor Name:

6/9/20
Date

EACPA
Name: Betsy Andrews Parker
Title: CEO



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Exhibit I

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

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

Department of Health and Human Services
The State

Christine Santaniello

Signature of Authorized Representative

Christine Santaniello

Name of Authorized Representative

Director, DEHS

Title of Authorized Representative

June 25, 2020

Date

Community Action Partnership of Stratford
Name of the Contractor
County

PA C. Park

Signature of Authorized Representative

Betsy Andrews Parker

Name of Authorized Representative

CEO

Title of Authorized Representative

6/9/20

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:

6/9/20
Date

Betsy Andrews Parker
Name: Betsy Andrews Parker
Title: CEO



FORM A

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

1. The DUNS number for your entity is: 099356586
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____	Amount: _____



A. Definitions

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

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

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

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



Exhibit K

DHHS Information Security Requirements

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



Exhibit K

DHHS Information Security Requirements

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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Exhibit K

DHHS Information Security Requirements

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

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



Exhibit K

DHHS Information Security Requirements

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

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



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 25, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65583

Certificate Number: 0004881688



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporate Authority)

I, Jean Miccolo, Clerk/Secretary of Community Action Partnership of Strafford County

(hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly

elected and acting Clerk/Secretary of the Corporation;(2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books;(4) that the Board of Directors of the Corporation have authorized, on September 18, 2019.

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

___Betsey Andrews Parker___ (name)	___CEO___ (position)
___Hope Flynn___ (name)	___Board Chair___ (position)

(5) the meeting of the Board of Directors was held in accordance with New Hampshire

Law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this ___9th day of ___June___, 2020.

Jean Miccolo
Jean Miccolo Clerk/Secretary

STATE OF New Hampshire
COUNTY OF Strafford

On this ___9th day of ___June___, 2020, before me, ___Kathleen Morrison the Undersigned Officer, personally appeared ___Jean Miccolo___ who acknowledged her/himself To be the Secretary of Community Action Partnership of Strafford County, a corporation and that She/he as such Secretary being authorized to do so, executed the foregoing instrument for the Purposes therein contained.

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

Kathleen E. Morrison
Notary Public/Kathleen Morrison

Commission Expiration Date: August 5th 2020





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/18/2020

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

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

PRODUCER CGI Business Insurance 171 Londonderry Turnpike Hooksett NH 03106		CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (866) 841-4600 FAX (A/C, No): (603) 622-4618 E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hanover Insurance Company	NAIC # 22292
		INSURER B: Eastern Alliance (fmr Great Falls)	
		INSURER C: Victor O Schinnerer & Co Inc	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19-20 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Physical/Sexual Abuse Incl <input checked="" type="checkbox"/> Leased & Rented Equip \$35,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZHVA192135	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included Professional Liability \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		AWVA156930	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ Zero		UHVA192136	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	03-0000133794-02	12/31/2019	12/31/2020	
C	Directors & Officers		PHSD1445251	06/24/2019	06/24/2020	Per Occurrence 3,000,000 Aggregate 6,000,000

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

Workers Comp 3A State: NH

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire DHHS Bureau of Contracts & Procurement 129 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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MISSION

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



VISION

Working to eliminate poverty in
Strafford County

Financial Statements

COMMUNITY ACTION PARTNERSHIP OF
STRAFFORD COUNTY

FOR THE YEARS ENDED
DECEMBER 31, 2018 AND 2017
AND
INDEPENDENT AUDITORS' REPORTS

Leone,
McDonnell
& Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

DECEMBER 31, 2018 AND 2017

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2018 and 2017, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Partnership of Strafford County as of December 31, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 11, 2019, on our consideration of Community Action Partnership of Strafford County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Partnership of Strafford County's internal control over financial reporting and compliance.

Leon, McDonnell + Roberts
Professional Association

September 11, 2019
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 749,630	\$ 361,179
Accounts receivable	1,106,724	1,094,461
Contributions receivable	63,800	115,800
Tax credits receivable	250,000	172,000
Inventory	13,420	11,532
Prepaid expenses	<u>58,266</u>	<u>9,609</u>
Total current assets	<u>2,241,840</u>	<u>1,764,581</u>
NONCURRENT ASSETS		
Security deposits	5,350	5,350
Property, net of accumulated depreciation	3,827,963	1,195,445
Other noncurrent assets	<u>27,500</u>	<u>12,500</u>
Total noncurrent assets	<u>3,860,813</u>	<u>1,213,295</u>
TOTAL ASSETS	<u>\$ 6,102,653</u>	<u>\$ 2,977,876</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Demand note payable	\$ 165,432	\$ 105,377
Accounts payable	408,959	217,582
Accrued payroll and related taxes	161,566	137,448
Accrued compensated absences	94,084	100,965
Refundable advances	415,335	391,376
Other current liabilities	<u>79,421</u>	<u>20,789</u>
Total current liabilities	1,324,797	973,537
NONCURRENT LIABILITIES		
Long term debt	<u>2,814,690</u>	<u>-</u>
Total liabilities	<u>4,139,487</u>	<u>973,537</u>
NET ASSETS		
Without donor restrictions	1,307,042	1,568,159
With donor restrictions	<u>656,124</u>	<u>436,180</u>
Total net assets	<u>1,963,166</u>	<u>2,004,339</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 6,102,653</u>	<u>\$ 2,977,876</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2018

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
CHANGE IN NET ASSETS			
REVENUES AND OTHER SUPPORT			
Grant revenue	\$ 7,846,142	\$ -	\$ 7,846,142
Fees for service	1,773,136	-	1,773,136
Rent revenue	25,109	-	25,109
Public support	189,972	228,410	418,382
In-kind donations	645,330	-	645,330
Interest	2,582	-	2,582
Fundraising	34,146	-	34,146
	<u>10,516,417</u>	<u>228,410</u>	<u>10,744,827</u>
Total revenues and support			
	10,516,417	228,410	10,744,827
NET ASSETS RELEASED FROM RESTRICTIONS	<u>8,466</u>	<u>(8,466)</u>	<u>-</u>
Total revenues, support, and net assets released from restrictions	<u>10,524,883</u>	<u>219,944</u>	<u>10,744,827</u>
EXPENSES			
Program services			
Child services	3,890,640	-	3,890,640
Community services	861,420	-	861,420
Energy assistance	2,746,649	-	2,746,649
Housing	514,700	-	514,700
Weatherization	1,610,027	-	1,610,027
Workforce development	135,528	-	135,528
	<u>9,758,964</u>	<u>-</u>	<u>9,758,964</u>
Total program services			
	9,758,964	-	9,758,964
Supporting activities			
Management and general	956,693	-	956,693
Fundraising	70,343	-	70,343
	<u>1,027,036</u>	<u>-</u>	<u>1,027,036</u>
Total expenses	<u>10,786,000</u>	<u>-</u>	<u>10,786,000</u>
CHANGE IN NET ASSETS	(261,117)	219,944	(41,173)
NET ASSETS, BEGINNING OF YEAR	<u>1,568,159</u>	<u>436,180</u>	<u>2,004,339</u>
NET ASSETS, END OF YEAR	<u>\$ 1,307,042</u>	<u>\$ 656,124</u>	<u>\$ 1,963,166</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2017

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
CHANGES IN UNRESTRICTED NET ASSETS			
REVENUES AND OTHER SUPPORT			
Grant revenue	\$ 7,454,864	\$ -	\$ 7,454,864
Fees for service	333,487	-	333,487
Rent revenue	19,472	-	19,472
Public support	147,071	342,260	489,331
In-kind donations	735,069	-	735,069
Interest	127	-	127
Fundraising	87,215	-	87,215
Other revenue	<u>(2,106)</u>	<u>-</u>	<u>(2,106)</u>
Total revenues and support	8,775,199	342,260	9,117,459
NET ASSETS RELEASED FROM RESTRICTIONS			
	<u>9,360</u>	<u>(9,360)</u>	<u>-</u>
Total revenues, support, and net assets released from restrictions	<u>8,784,559</u>	<u>332,900</u>	<u>9,117,459</u>
EXPENSES			
Program services			
Child services	3,973,078	-	3,973,078
Community Services	780,471	-	780,471
Energy assistance	2,154,833	-	2,154,833
Housing	409,543	-	409,543
Weatherization	391,107	-	391,107
Workforce development	<u>150,178</u>	<u>-</u>	<u>150,178</u>
Total program services	7,859,210	-	7,859,210
Supporting activities			
Management and general	790,496	-	790,496
Fundraising	<u>78,112</u>	<u>-</u>	<u>78,112</u>
Total expenses	<u>8,727,818</u>	<u>-</u>	<u>8,727,818</u>
CHANGE IN NET ASSETS	56,741	332,900	389,641
NET ASSETS, BEGINNING OF YEAR	<u>1,511,418</u>	<u>103,280</u>	<u>1,614,698</u>
NET ASSETS, END OF YEAR	<u>\$ 1,568,159</u>	<u>\$ 436,180</u>	<u>\$ 2,004,339</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (41,173)	\$ 389,641
Adjustment to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	116,390	84,399
(Increase) decrease in assets:		
Accounts receivable	(12,263)	97,494
Contributions receivable	52,000	(115,800)
Tax credits receivable	(78,000)	(164,000)
Inventory	(1,888)	(2,808)
Prepaid expenses	(48,657)	10,068
Security deposits	-	18,790
Other noncurrent assets	(15,000)	
Increase (decrease) in liabilities:		
Accounts payable	191,377	(145,482)
Accrued payroll and related taxes	24,118	(4,305)
Accrued compensated absences	(6,881)	21,475
Refundable advances	23,959	(46,909)
Other current liabilities	<u>58,632</u>	<u>20,789</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>262,614</u>	<u>163,352</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	<u>(80,315)</u>	<u>(352,793)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(80,315)</u>	<u>(352,793)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Return of deposit on building	200,000	-
Cash paid for debt issuance costs	(53,903)	-
Net borrowings on demand note payable	<u>60,055</u>	<u>32,704</u>
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>206,152</u>	<u>32,704</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	388,451	(156,737)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>361,179</u>	<u>517,916</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 749,630</u>	<u>\$ 361,179</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 40,830</u>	<u>\$ 6,251</u>
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Property and equipment financed by long term debt	<u>\$ 2,867,874</u>	<u>\$ -</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTSTATEMENT OF
FOR THE YEAR EN

	<u>Child Services</u>	<u>Community Services</u>	<u>Energy Assistance</u>	<u>Housing</u>	<u>We:</u>
Payroll	\$ 2,004,209	\$ 298,687	\$ 288,856	\$ 67,055	\$
Payroll taxes	177,664	25,257	20,516	5,684	
Fringe benefits	154,396	25,018	43,627	5,682	
Weatherization material, fuel and client assistance	31,768	35,835	2,314,048	169,204	
In-kind expenses	418,854	214,948	3,518	1,000	
Consultants and contract labor	187,300	14,815	4,039	175,035	
Consumable supplies	155,500	94,773	5,638	12,483	
Rent	330,162	34,579	32,732	29,877	
Repairs and maintenance	1,218	7,524	7,178	893	
Utilities	99,440	6,278	9,956	10,998	
Insurance	96,110	5,275	1,840	5,049	
Meetings, events and training	65,699	10,624	4,476	100	
Depreciation	59,157	28,327	391	3,955	
Travel	87,435	11,624	2,945	996	
Copying and postage	4,615	2,009	5,026	75	
Retirement	12,733	1,321	1,230	418	
Equipment and computer	2,813	38,015	442	26,193	
Interest expense	-	963	-	-	
Indirect costs	-	-	-	-	
Other program support	1,567	5,548	191	3	
	<u>1,567</u>	<u>5,548</u>	<u>191</u>	<u>3</u>	<u></u>
Total expenses	<u>\$ 3,890,640</u>	<u>\$ 861,420</u>	<u>\$ 2,746,649</u>	<u>\$ 514,700</u>	<u>\$</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP

STATEMENT OF FINANCIAL EXPENSES
FOR THE YEAR END

	<u>Child Services</u>	<u>Community Services</u>	<u>Energy Assistance</u>	<u>Housing</u>	<u>Weatherization</u>
Payroll	\$ 1,884,887	\$ 304,780	\$ 286,047	\$ 57,922	\$ -
Payroll taxes	155,402	22,972	21,982	4,723	-
Fringe benefits	174,365	35,623	40,839	5,302	-
Weatherization material, fuel client assistance	85,880	22,329	1,724,551	169,525	-
In-kind expenses	496,927	195,086	-	26,061	-
Consultants and contract labor	262,576	9,498	6,664	106,135	-
Consumable supplies	209,950	90,209	2,402	1,859	-
Rent	290,038	22,415	29,557	8,301	-
Repairs and maintenance	10,630	11,520	10,318	6,107	-
Utilities	98,527	5,329	10,082	13,009	-
Insurance	89,440	5,657	1,792	5,276	-
Meetings, events and training	70,875	10,486	2,353	235	-
Depreciation	52,337	25,910	98	3,733	-
Travel	60,430	8,541	3,471	877	-
Copying and postage	8,400	7,553	9,317	26	-
Retirement	12,886	2,149	1,159	428	-
Equipment and computer	7,094	(6,091)	4,028	24	-
Interest expense	-	3,314	-	-	-
Indirect costs	-	-	-	-	-
Other program support	2,434	3,191	173	-	-
	<u>3,973,078</u>	<u>780,471</u>	<u>2,154,833</u>	<u>409,543</u>	<u>-</u>
Total expenses	\$ <u>3,973,078</u>	\$ <u>780,471</u>	\$ <u>2,154,833</u>	\$ <u>409,543</u>	\$ <u>-</u>

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017**

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

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

Basis of Accounting

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

Financial Statement Presentation

The financial statement presentation follows the recommendations of the Accounting Standard Codification No. 958-210, *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958-210, the Agency is required to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Agency. These net assets may be used at the discretion of the Agency's management and board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Agency or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

At December 31, 2018 and 2017, the Agency had net assets without donor and with donor restrictions.

Refundable Advances

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

Contributions

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

Contributed Services

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

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

Fair Value of Financial Instruments

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

Inventory

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

Property and Depreciation

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

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

Depreciation expense aggregated \$116,390 and \$84,398 for the years ended December 31, 2018 and 2017, respectively.

Accrued Earned Time

The Agency has accrued a liability of \$94,084 and \$100,965 at December 31, 2018 and 2017, respectively, for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes

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

Accounting Standard Codification No. 740, "Accounting for Income Taxes", establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Agency's tax position taken on its information returns for the years 2015 through 2018 and has concluded that no additional provision for income taxes is necessary in the Agency's financial statements.

Cash and Cash Equivalents

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

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

Use of Estimates

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

Advertising Expenses

The Agency expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2018 and 2017 amounted to \$22,000 and \$22,984, respectively.

Debt Issuance Costs

As required under FASB Accounting Standards Update No. 2015-03, amortization expense of \$719 has been included with interest expense in the statement of activities for 2018. There were no debt issuance costs for 2017. The unamortized deferred financing costs have been included as a reduction of the long term debt (See Note 9).

In-kind Donations

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be \$255,313 and \$232,667 for the years ended December 31, 2018 and 2017, respectively.

The Agency also receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$150,442 and \$86,313 for the years ended December 31, 2018 and 2017, respectively.

The Agency also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$181,461 and \$58,114, respectively, for the year ended December 31, 2018. For the year ended December 31, 2017, the estimated fair value of these food commodities and goods was determined to be \$121,757 and \$294,332, respectively.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Occupancy costs have been grouped and allocated to the programs as a line item. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of allocation</u>
Salaries and benefits	Time and effort
Occupancy	Square footage/revenues
Depreciation	Square footage
All other expenses	Approved indirect rate

NOTE 2. PROPERTY

As of December 31, 2018 and 2017, property consisted of the following:

	<u>2018</u>	<u>2017</u>
Land, buildings and improvements	\$ 3,993,017	\$ 1,268,065
Furniture, equipment and machinery	562,450	539,213
Vehicles	<u>249,779</u>	<u>249,779</u>
Total	4,805,246	2,057,057
Less accumulated depreciation	<u>977,283</u>	<u>861,612</u>
Net property	<u>\$ 3,827,963</u>	<u>\$ 1,195,445</u>

NOTE 3. AVAILABILITY AND LIQUIDITY

The following represents the Agency's financial assets as of December 31, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Financial assets at year end:		
Cash	\$ 749,630	\$ 361,179
Accounts receivable	1,106,724	1,094,461
Contributions receivable	63,800	115,800
Tax credits receivable	<u>250,000</u>	<u>172,000</u>
Total financial assets	2,170,154	1,743,440
Less amounts not available to be used within one year:		
Board restricted assets	<u>307,315</u>	<u>307,315</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 1,862,839</u>	<u>\$ 1,436,125</u>

The Agency's goal is generally to maintain financial assets to meet 30 days of operating expenses. As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

NOTE 4. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at December 31, 2018 and 2017. The Agency has no policy for charging interest on overdue accounts.

NOTE 5. CONTRIBUTIONS RECEIVABLE

Contributions receivable represent promises to give, which have been made by donors but have not yet been received by the Agency. The Agency considers contributions receivable to be fully collectible; accordingly, no allowance for contributions receivable has been recorded. Total unconditional promises to give were as follows at December 31, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Within one year	\$ 28,300	\$ 52,400
In two to five years	35,500	26,400
Thereafter	<u>-</u>	<u>37,000</u>
	<u>\$ 63,800</u>	<u>\$ 115,800</u>

NOTE 6. TAX CREDIT PROGRAM

The New Hampshire Community Development Finance Authority's Tax Credit Program allows New Hampshire businesses to contribute to not-for-profit community, housing and economic development projects and receive a 75% New Hampshire state tax credit that can be applied against New Hampshire business profits, business enterprise and insurance premium taxes. Through this Tax Credit Program, the Agency recognized contribution revenue of \$78,000 and \$164,000 for the years ended December 31, 2018 and 2017, respectively. The total cumulative contribution revenue raised to date is \$250,000 as of December 31, 2018. At December 31, 2018 and 2017, the Agency had tax credits receivable of \$250,000 and \$172,000, respectively.

NOTE 7. PLEGGED ASSETS

As described in Note 8, all assets of the Agency are pledged as collateral under the Agency's demand note payable agreement. As described in Note 9, the building of the Agency is pledged as collateral under the Agency's mortgage note payable agreement.

NOTE 8. DEMAND NOTE PAYABLE

The Agency has available a revolving line of credit with a bank in the amount of \$250,000. The note is payable upon demand, but in the absence of demand, is due in September 2019. Interest is stated at the prime rate plus 1% which resulted in an interest rate of 6.50% and 5.50% at December 31, 2018 and 2017, respectively. The note is collateralized by all the assets of the Agency.

NOTE 9. LONG TERM DEBT

The long term debt at December 31, 2018 consisted of the following:

4.90% mortgage payable to Kennebunk Savings Bank with interest only payments for 36 months followed by principal and interest payments for 264 months for the first ten years. In 2028 principal and interest payments will adjust to 1.50% above the highest five-year Federal Home Loan Bank of Boston. The mortgage note payable is collateralized by the building and leases and rents of 577 Central Ave.	\$ 2,347,874
5.00% mortgage payable to the New Hampshire Community Loan Fund of interest only payments at for 36 months followed by principal and interest payments for 264 months. The mortgage note payable is collateralized by the building and leases and rents of 577 Central Ave.	<u>520,000</u>
Total long term debt before unamortized debt issuance costs	2,867,874
Unamortized deferred financing costs	<u>53,184</u>
Total long term debt	<u>\$ 2,814,690</u>

The schedule of maturities of long term debt at December 31, 2018 is as follows:

<u>Year Ended December 31</u>	<u>Amount</u>
2019	\$ -
2020	-
2021	18,343
2022	75,657
2023	79,448
Thereafter	<u>2,641,242</u>
Total	<u>\$ 2,814,690</u>

NOTE 10. NET ASSETS

At December 31, 2018 and 2017, net assets with donor restrictions consisted of the following:

	<u>2018</u>	<u>2017</u>
Summer Meals	\$ 51,621	\$ 3,094
Building Campaign - Pledges	238,385	121,908
Building Campaign - Tax Credits	250,000	172,000
Security deposits	32,145	18,425
New Hampshire Charitable Foundation	-	58,024
Revolving loan fund	52,736	-
Fuel assistance	23,566	-
Weatherization	7,671	-
Other programs	<u>-</u>	<u>62,729</u>
Total	<u>\$ 656,124</u>	<u>\$ 436,180</u>

At December 31, 2018 and 2017, net assets without donor restrictions consisted of the following:

	<u>2018</u>	<u>2017</u>
Undesignated	\$ 999,727	\$ 1,260,844
Board designated	<u>307,315</u>	<u>307,315</u>
Total net assets without donor restrictions	<u>\$ 1,307,042</u>	<u>\$ 1,568,159</u>

NOTE 11. LEASE COMMITMENTS

Facilities occupied by the Agency for its community service programs are rented under the terms of various leases. For the years ended December 31, 2018 and 2017, the annual lease/rent expense for the leased facilities was \$119,142 and \$155,065, respectively. Certain equipment is leased by the Agency under the terms of various leases.

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

<u>Year Ended</u> <u>December 31</u>	<u>Amount</u>
2019	\$ 111,847
2020	108,067
2021	19,633
2022	<u>15,698</u>
Total	<u>\$ 255,245</u>

NOTE 12. RETIREMENT PLAN

The Agency maintains a 403(b) Plan and Trust (the Plan) covering substantially all employees. Employee contributions to the Plan are made at predetermined rates elected by employees. Additionally, the Agency provides a matching contribution equal to 25% of the employee's contribution up to 5% of the employee's compensation. Effective April 1, 2016, the Agency instituted an auto enrollment feature mandating a minimum 1% employee contribution; however, employees reserve the right to decline the auto enrollment. Employer matching contributions for the years ended December 31, 2018 and 2017 totaled \$21,727 and \$25,570, respectively.

NOTE 13. CONCENTRATION OF RISK

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

NOTE 14. CONCENTRATION OF CREDIT RISK

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

NOTE 15. CONTINGENCIES

The Agency receives grant funding from various sources. Under the terms of these agreements, the Agency is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Agency might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of December 31, 2018 and 2017.

NOTE 16. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date but arose after that date. Management has evaluated subsequent events through September 11, 2019, the date the December 31, 2018 financial statements were available for issuance.

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2018

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE</u>	<u>FEDERAL CFDA NUMBER</u>	<u>PASS-T GRANTOR</u>
<u>U.S. Department of Agriculture</u>		
Child and Adult Care Food Program	10.550	State of New Hampshire Department of Educa
Child Nutrition Cluster		
Summer Food Service Program for Children	10.559	State of New Hampshire Department of Educa
National School Lunch Program	10.555	State of New Hampshire Department of Educa
Food Distribution Cluster		
Emergency Food Assistance Program (Food Commodities)	10.569	Belknap-Merrimack Community Action Partne
Total U.S. Department of Agriculture		
<u>U.S. Department of Housing and Urban Development</u>		
Supportive Housing for the Elderly	14.157	Dover Housing Authority
CDBG Entitlement Grants Cluster		
Community Development Block Grants / Entitlement Grants	14.218	City of Dover, New Hampshire
Community Development Block Grants / Entitlement Grants	14.218	City of Rochester, New Hampshire
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health
Continuum of Care	14.267	State of New Hampshire Department of Health
Supportive Housing Program	14.235	Community Partners / Behavioral Health / Ser
Total U.S. Department of Housing and Urban Development		
<u>U.S. Department of Labor</u>		
WIA Cluster		
WIA Adult Program	17.258	Southern New Hampshire Services, Inc.
WIA Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services, Inc.
Total U.S. Department of Labor/WIA Cluster		
<u>U.S. Department of Energy</u>		
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of
Total U.S. Department of Energy		
<u>U.S. Department of Health & Human Services</u>		
Aging Cluster		
Special Programs for the Aging - Title III, Part B - Grants for Senior Energy	93.044	State of New Hampshire Division of Elderly ar State of New Hampshire Department of Health Nutrition & Trans. Services
Senior Transportation	93.044	
Maternal, Infant, and Early Childhood Home Visiting Cluster		
Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program	93.505	State of New Hampshire Department of Health BPHCS, Maternal & Health Section
Promoting Safe and Stable Families	93.556	State of New Hampshire, DHHS, Division for t
TANF Cluster		
Temporary Assistance for Needy Families	93.558	State of New Hampshire, DHHS, Division for t
Temporary Assistance for Needy Families	93.558	Southern New Hampshire Services, Inc.
Low-Income Home Energy Assistance	93.568	State of New Hampshire Governor's Office of
Low-Income Home Energy Assistance	93.568	State of New Hampshire Governor's Office of
Community Services Block Grant	93.569	State of New Hampshire, DHHS, DFA
Head Start	93.600	Direct Funding
Stephanie Tubbs Jones Child Welfare Program	93.645	State of New Hampshire, DHHS, Division for t
Social Services Block Grant	93.667	State of New Hampshire, DHHS, Division for t
Maternal and Child Health Services Block Grant to the States	93.994	State of New Hampshire, DHHS, Division for t
Total U.S. Department of Health & Human Services		
<u>Department of Homeland Security</u>		
Emergency Food and Shelter National Board Program	97.024	United Way National Board
Total Department of Homeland Security		
TOTAL		
<u>NON-FEDERAL</u>		
Electrical Assistance Program		BMCAP

See Notes to Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2018**

NOTE 1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Partnership of Strafford County under programs of the federal government for the year ended December 31, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Partnership of Strafford County, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Agency.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3. INDIRECT COST RATE

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

NOTE 4. FOOD DONATION

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

NOTE 5. SUBRECIPIENTS

Community Action Partnership of Strafford County had no subrecipients for the year ended December 31, 2018.

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE ELECTRICAL ASSISTANCE PROGRAM
FOR THE YEAR ENDED DECEMBER 31, 2018**

Revenues	\$ 170,862
Expenditures	
Payroll	\$ 96,235
Payroll taxes	6,526
Fringe benefits	15,532
Weatherization material, fuel and client assistance	301
Consumable supplies	876
Indirect costs	24,021
Insurance	335
Equipment and computer	3,674
Occupancy	15,828
Consultants and contract labor	3,414
Repairs and maintenance	7
Travel	1,179
Meetings, events and training	2,725
Copying & postage	1,152
Retirement	485
PR service	958
	<u>\$ 173,248</u>

Note:

For the year ended December 31, 2018, the Electric Assistance Program, which is funded through the New Hampshire Public Utilities Commission with funds from the utility companies operating in the State of New Hampshire, was tested for compliance with the requirements of laws and regulations applicable to the contract with the Public Utilities Commission. In our opinion, Community Action Partnership of Strafford County complied, in all material respects, with the requirements outlined in the contract for the year ended December 31, 2018.

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2018 and 2017, and the related statements of activities, functional expenses, and cash flows, and the related notes to the financial statements, and have issued our report thereon dated September 11, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Partnership of Strafford County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Partnership of Strafford County's internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Partnership of Strafford County's internal control.

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material

weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items 2018-001 and 2018-002 that we consider to be a significant deficiency.

Compliance and Other Matters

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

Community Action Partnership of Strafford County's Response to Findings

Community Action Partnership of Strafford County's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Community Action Partnership of Strafford County's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

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

Leone, McDonnell + Roberts
Professional Association

September 11, 2019
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

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

Report on Compliance for Each Major Federal Program

We have audited Community Action Partnership of Strafford County's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Partnership of Strafford County's major federal programs for the year ended December 31, 2018. Community Action Partnership of Strafford County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditors' Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, Community Action Partnership of Strafford County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2018.

Report on Internal Control Over Compliance

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

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

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

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

*Leone, McDonnell + Roberts
Professional Association*

September 11, 2019
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2018**

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Partnership of Strafford County were prepared in accordance with GAAP.
2. Two significant deficiencies disclosed during the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Partnership of Strafford County, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Partnership of Strafford County expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The programs tested as major were: U.S. Department of Health and Human Services, Low-Income Home Energy Assistance Program, CFDA 93.568, and Head Start, CFDA 93.600.
8. The threshold used for distinguishing between Type A and B programs was \$750,000.
9. Community Action Partnership of Strafford County was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

2018-001 General Ledger Close and Adjusting Journal Entries

Condition: A significant quantity of adjusting journal entries were provided by the Organization during the audit. Significant adjusting entries related to the following areas: cash, accrued payroll, pledges receivable and property. The adjusting entries were provided by management, and in certain cases, identified by the auditor.

Criteria: Internal controls should be in place to ensure that the activity of the Organization is being recorded in a timely and accurate manner.

Cause: Controls are not in place to ensure all required month and year end journal entries are being recorded in a timely and accurate manner.

Effect: Financial information utilized by management in making decisions may not be timely or accurate.

Recommendation: Procedures should be implemented to ensure all required month and year end journal entries are being recorded in a timely and accurate manner.

Views of Responsible Officials and Planned Corrective Action: It is our sad duty to report that Doug Surina, Finance Director, passed away in April 2019. He had been ill for two years and was in the process of transitioning his responsibilities to the new Finance Director when he passed. He was an important part of our team and projects. As a result of the timing of his illness and passing, some of the journal entries and general ledger close processes were not conducted in a timely manner in 2018.

CAPSC has transitioned to a new Finance Director, has a full complement of staff in the Finance Department and has taken steps to strengthen month end and year end processes including, but not limited to, additional documentation of completion, backups recorded to 365 (our secure server), and review of entries to ensure timely and accurate journal entries.

2018-002 Monthly Reconciliations

Condition: Various statement of financial position accounts were not being reconciled to their subsidiary ledgers on a monthly basis.

Criteria: Internal controls should be in place to ensure that all statement of financial position accounts are reconciled on a monthly basis.

Cause: Internal controls are currently not in place to ensure monthly reconciliations are being completed on a consistent basis.

Effect: Financial information utilized by management in making decisions may not be timely or accurate.

Recommendation: Procedures should be implemented to ensure all monthly reconciliations are being performed.

Views of Responsible Officials and Planned Corrective Action: It is our sad duty to report that Doug Surina, Finance Director, passed away in April 2019. He had been ill for two years and was in the process of transitioning his responsibilities to the new Finance Director when he passed. He was an important part of our team and projects. As a result of the timing of his illness and passing, monthly reconciliations were not conducted in a timely manner in 2018.

CAPSC hired an outside bookkeeper on the recommendation of our auditor who, in conjunction with the Finance Department, brought the agency into compliance with reconciliations for 2019. Monthly reconciliations are on track and completed by the Finance Department as part of the monthly close out procedures. The auditor completed a visit with CAPSC to review reconciliation progress as well as the system put in place to continue timely reconciliations. The Finance Committee of the Board of Directors also receives updates at the finance meetings on the progress and any outstanding issues.

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

None

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2018**

A. FINDINGS – FINANCIAL STATEMENTS AUDIT

2017-001 General Ledger Close and Adjusting Journal Entries

Condition: A significant quantity of adjusting journal entries were provided by the Organization during the audit. Significant adjusting entries related to the following areas: cash, accrued payroll, pledges receivable, and pledge contributions. The adjusting entries were provided by management and in certain cases identified by the auditor.

Criteria: Internal controls should be in place to ensure that the activity of the Organization is being recorded in a timely and accurate manner.

Cause: Controls are not in place to ensure all required month and year end journal entries are being recorded in a timely and accurate manner.

Effect: Financial information utilized by management in making decisions may not be timely or accurate.

Recommendation: Procedures should be implemented to ensure all required month and year end journal entries are being recorded in a timely and accurate manner.

Current status: This finding was a repeat finding in 2018. See finding 2018-001 on pages 25-26.



2020 Board of Directors

Hope Morrow Flynn, Chair
Alan Brown, Vice Chair
Kristen Collins, Treasurer
Jean Miccolo, Secretary
Alison Dorow
Marci Theriault
Petros Lazos
Terry Jarvis
Thomas Levasseur
Jason Thomas
Becky Sherburne
Cindy Brown
Don Chick
Alli Morris
Maureen Staples

ELENA V. ENGLE, MPA

EDUCATION

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

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

SUMMARY OF QUALIFICATIONS

- Strong knowledge of the Head Start Performance Standards, Early Learning Outcomes Framework, Head Start Act, Uniform Guidance, Best Practice Standards for Healthy Families America.
- Experience with federal grant writing/grant management.
- Demonstrated experience writing successfully state funded proposals.
- Experience successfully overseeing multiple agencies through an accreditation; The Council on Accreditation (COA), Praesidium, Inc., and Healthy Families America (HFA).
- Experience developing, analyzing and managing budgets.
- Leadership experience in government and non-profit spanning across 16 years.
- Former member of Toastmasters International.
- Strong computer skills in Microsoft Office (Word, Excel, PowerPoint, Excel)
- Experience utilizing multiple databases for tracking and analyzing client data, financial data in government, non-profit and the banking field.

EMPLOYMENT

Community Action Partnership of Strafford County- Dover, NH **September, 2014 - Present**
Child and Family Services Director *October, 2018 - Present*

- Responsible for the administration and oversight of the Head Start, Home Visiting, Child Care and Food & Nutrition Programs for the agency.
- Develops, analyzes, manages program grants, contracts and budgets (approximately \$3.4 million/annually).
- Develops and implements new programming as funding becomes available.
- Direct supervision of all Program Managers.

Contracts & Data Quality Manager *September, 2014-September, 2018*

- Managed grants, contracts, accreditations and data for state and federally funded programs.
- Oversaw the ongoing monitoring, self-assessments and annual program improvement plans.
- Developed, analyzed and managed program budgets and non-federal match requirements for Head Start and state funded Home Visiting programs (approximately \$3.8 million/annually).

City of Rochester - Rochester, NH **November, 2012 – August, 2014**
Community Development Specialist

- Developed investments for the Community Development Block Grant Program (CDBG) across public services, housing, economic development and facilities/infrastructure projects.
- Monitored and reported on sub-grantee compliance with the U.S. Dept. of HUD regulations.
- Developed and managed the annual CDBG program budget.

The New York Foundling – New York, NY
Policy Coordinator (Remote Position)

February, 2008 - June, 2012
August, 2011 – June, 2012

- Developed policies and procedures based on criteria of oversight agencies/funders and accreditors.
- Analyzed outcome data reports to drive policy and procedure development.
- Created an agency resource guide encompassing all agency, city and state child welfare policies, procedures, resources and applicable forms.

Director of Continuous Quality Improvement

February, 2008-August, 2011

- Oversaw the Continuous Quality Improvement Department and all agency QA/QI Initiatives.
- Analyzed program outcome data used to identify trends and develop program/system improvements.
- Coordinated ongoing re-accreditation efforts with the Council on Accreditation and Praesidium, Inc.

Orange County Government - Orlando, FL.

July, 2002 - January, 2008

All positions were promotions within the Division of Youth and Family Services

Monitoring and Evaluation Coordinator

February, 2007-January, 2008

- Established internal controls to monitor compliance with contracts, policies and standards.
- Analyzed program outcomes and outputs using the Balanced Quality Scorecard Report.
- Coordinated the Division's re-accreditation efforts with the Council on Accreditation.

Residential Youth Care Supervisor

August, 2006 – February 2007

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

Senior Children's Services Counselor/Supervisor

August, 2005 – July, 2006

- Trained and supervised direct care staff and oversaw care of youth in an 84-bed foster care program.
- Coordinated with local schools on youth's educational goals and individual plans.
- Supervised family visitations with foster care youth and family members.

Lead Case Manager

July, 2002-July, 2005

- Completed screenings, needs assessments and service plans for a 30-foster care youth caseload.
- Coordinated foster care services with the Florida Department of Children & Families, Orange County Family Court System, the Department of Juvenile Justice and the Orange County Schools.
- Attended treatment team meetings, educational conferences and court hearings for foster care youth.

Safehouse of Seminole - Sanford, FL

November, 2000-October, 2001

Victim and Child Advocate

- Conducted screenings through the safety hotline for placement of women and children in the shelter.
- Conducted intake assessments and provided referrals to victims and their children.
- Facilitated the women's and children's support groups in the shelter.

PAULA GYURCSAN

SUMMARY:

M.Ed. in school counseling from Plymouth State University (GPA 4.0), certified guidance counselor (k-12), four courses in parent education, excellent communication skills, group & individual counseling, Experience in program management & supervision of staff of 6. Graduated Cum Laude from UNH (BA in English with minors in French and Social Work). Basic language skills in French; intermediate Hungarian. Member of Chi Sigma Iota and Golden Key Honor Society. CPR/First Aid certified. Personal note: I spent the school year of 2012-13 living in Hungary.

WORK EXPERIENCE:

Program Manager/Supervisor: Healthy Families America & Comprehensive Family Supports & Services offered through **Community Action Partnership of Strafford County** (Sept. 24, 2018 – currently). Supervise 6 staff, monthly reporting, program outreach, program management, budget management, work collaboratively with area & state partners, increased program capacity, gaining a new position.

Lead Home Visitor: Comprehensive Family Supports & Services offered through **Community Action Partnership of Strafford County** (Oct. 2, 2017 – Sept.23, 2018) develop goals with families to increase knowledge in areas of parenting education, life skills, early childhood education, medical resources and communication and mental health & substance misuse support resources. Processed referrals, biweekly meeting with DCYF staff, mentor new staff

Home Visitor: Early Head Start offered through **Community Action Partnership of Strafford County** (Nov. 17, 2015 – Sept 29, 2017) I work with 9 families who have children ranging in age from 4 months to age three. I do weekly home visits using a curriculum called “Parents as Teachers.” I also run a weekly socialization group for families to attend. I counsel families on nutrition and health initiatives. I work collaboratively with Early Support Services, the Reach program, DCYF & local health providers, mentor UNH early childhood education interns, complete fuel assistance applications.

Para: Strafford Learning Center (Oct. 5, 2015 – Dec. 10, 2015) I worked at the HOPE Program as a one-on-one with a student with Autism. I worked as part of a team with one teacher and three other paras. We worked with all the children at different times. I used discrete trials to educate.

Guidance Counselor: Webster Elementary School (March 25 2015 – June 19 2015, long-term substitute). I provided individual and group counseling, classroom guidance, and 504 case management three days per week.

Substitute Teacher, Rochester, NH school systems: Jan. 2014 – Sept. 2015; 2009- 2011 Working primarily in elementary schools, jobs ranging from covering para-educators as a one-on-one with autistic and downs children, to covering classroom teachers; worked with hearing-impaired children, children in behavioral programs and in special education.

Parent Aide: Employed through Child & Family Services (Jan. 2015 – May 23, 2015). Supervised home visits that are court-ordered by DCYF, collaborated with DCYF to develop family treatment plan.

Homemaker: 2001-2008: Implemented speech exercise programs and behavior plans for child with developmental delay.

Case Worker, State of NH (DHHS), Rochester, NH (1999-2001)

Worked for the Division of Family Assistance where I managed a large caseload; interviewed clients and determined eligibility for public assistance including Food Stamps and Medicaid; processed mail and phone calls from clients; made referrals to collateral agencies; worked in collaboration with Division of Child Support, Division of Elderly & Adult Services, and the Division of Youth and Family Services, issued benefit payments in a timely manner.

English Teacher, Budapest, Hungary: 1998-1999

Gave private, weekly English instruction to middle school students and taught adult classes.

VOLUNTEER EXPERIENCE:

Public Health Network Mental Health Work Group: March 2018 – Dec. 2018 (group dissolved)

Homeless Center for Center for Strafford County: 2015 – 2016.

Answer the phone, complete resident logs and enforce house rules.

St Mary Church, Rochester, NH: 2008-present

Religious education teacher, folk group and volunteering with church programs

EDUCATIONAL EXPERIENCE:

-Trauma-informed care

- Training in Infant Mental Health

-Training in Reflective Supervision

-Parents as Teachers

-Trainings on the effects of substance misuse & trauma on children

-Training on treating Selective Mutism

-HFA Core Trainings & Implementation Training

-Plymouth State University, Plymouth, NH – 2010-2014

*Earned M.Ed., K-12 School Counseling Certification

*Internship experience at Gilford High School (Aug. 2013 – Dec. 2013

*Internship experience at McClelland Elementary School (Aug. 2013 – Dec. 2013) -Consulted with Occupational therapist, physical therapist, other professionals to develop IEP programs for students.

*Practicum at Dover Middle School

-University of New Hampshire, Durham, NH

*B.A. in English, with minors in French and Social Work.

M. Diane Henriquez

PROFESSIONAL PROFILE

My experiences have helped me to develop strong human service skills, crisis counseling, coordinating and implementing service plans as well as the realization of the importance of each person as an individual. I am an energetic team player and believe that I would be an asset to your organization. The experiences that I feel would benefit you most are these:

- Excellent, organization, and prioritization skills
- Excellent communication and leadership skills, verbal and written
- Skilled in working with clients of varying socio-economic and cultural status
- Experienced in substance abuse driven to help clients overcome addictive behaviors
- Computer skills and expertise in Microsoft Word, Excel and Database Management

EDUCATION

Grand Canyon University

Master of Science in Mental Health and Wellness/Family Dynamics

Present

Bachelor of Science in Psychology/Mental Health

Southern New Hampshire University- Manchester, NH

Associates Degree in Human Services

North Shore Community College – Lynn, MA

SKILLS & QUALIFICATIONS

- Networking experience & very knowledgeable of community advocacy programs
- Knowledge and experience with previous Mental Health Services
- Confident and positive worker with the ability to deliver excellent results
- Recovery
- Proficient in MS Office Suite, internet and other applications and maintenance of official records

PROFESSIONAL WORK EXPERIENCE

Comprehensive Family Support Services Family Wellness Program

Lead Home Visitor

2018 – Pres

Community Action Partnership of Strafford County - Dover, NH

- Selected and compiled relevant information and resources for clients to support them in overcoming mental and emotional problems
- Provide an atmosphere that promotes and reinforces parental engagement
- Strived to continuously utilize latest knowledge in addiction treatment
- Worked with appropriate agencies in developing specialized planning for children and families as needed
- Establish and maintain strong collaborative relationships with other agencies
- Attend professional trainings, conferences and workshops
- Maintain accurate and current records, with adequate provisions for confidentiality

Strafford County Riverside Rest Home - Dover, NH

- Assists with the planning, development, coordination and implementation of varying levels of activities for nursing home residents
- Assists with transporting, communication and setting-up activities programs daily
- Conducts individual activity development therapy to offer sensory stimulation to residents
- Develops and maintain positive working relationships with all residents and staff at the nursing home
- Successfully motivates residents, understanding the needs of everyone

Domestic Violence Advocate

2014 - 2014

A Safe Place - Portsmouth, NH

- Provided direct services and advocacy to shelter and drop-in clients
- Provided court advocacy for individuals in need
- Implemented peer support groups, social service advocacy and transportation for victims of domestic violence

Tenant & Landlord Advocate

2003 - 2004

North Shore Community Action Programs – Peabody, MA

- Assisted low-income families with housing case management and mediation between the housing courts and landlords
- Conducted house-related client intakes and assessments
- Connected clients to community resources and advocated for clients with other service providers
- Developed relationships with area landlords in order to facilitate client placement
- Researched private market landlord availability and supportive housing program options

Housing Specialist

2001 - 2003

Lynn Economic Opportunity - Lynn, MA

- Successfully identified appropriate housing for homeless individuals and families
- Coordinated and assisted with housing placements for individuals and families
- Served as the liaison to housing agencies, providers and housing landlords
- Completed accurate monthly state reports for Lynn Economic Opportunity

Senior Substance Abuse Case Manager

1999 - 2001

Spectrum Health Systems (Social Justice for Women) - Lynn, MA

- Provided high-quality mental health and substance use treatment for individuals
- Interviewed clients,
- Taught client's life skills including time management, problem solving and identified different ways in which they could overcome their addiction and set up steps to do so
- Knowledge of 12-step programs
- Maintained client treatment records on the computer

Certification and Trainings

Recovery Coach Academy	6/25-28/2019
Suicide Assessment and Intervention	5/9/2019
Foundational Training in Trauma-Informed Care	4/16 and 17/2019
Anxiety Disorder in Children and Adolescents	1/24/2019
Standards of Quality & Support for Family Strengthening and Support	3/7/2019
Healthy Moms, Healthy Babies	3/28/2018
CPR	5/17/2019
Established Parkinson's Support Group	2/12/2018
Cooperative Parenting and Divorce Leader Training Workshop	7/23/2019
Notary Public for the State of New Hampshire	7/12/2025

Stacey Newton

Experience

Comprehensive Family Support Services Home Visitor

March 5, 2019 – Present

Community Action Partnership of Strafford County

- Establishing family goal plans
- Provide referrals to appropriate community resources
- Provide parent support and mentoring
- Complete weekly/bi-weekly home visits
- Communicate with other health and human service providers
- Complete all documentation and home visit notes
- Attend staff meetings

Permanency Social Worker

March 19, 2018 - February 22, 2019

DHHS – OCFS

LSW-C

- Developing, monitoring, and evaluating reunification plans and progress
- Provide referrals to appropriate community resources
- Communicate with other health and human service providers
- Write staffing packets and judicial reviews
- Attend staffing meetings
- Complete monthly home visits/ face to face contacts
- Meet all important deadlines

Ed Tech III

July 10, 2017 – March 16, 2018 Fraser/Ford Child Development Center, Sanford, Maine

- Work 1:1 with child that has autism or development disabilities
- Integrate Applied Behavioral Analysis (ABA) based Autism program (ACE) into child's daily activities
- Document and report daily progress reports

Child Welfare Case Manager

July 5, 2016 – May 5, 2017: Youth and Family Alternative, Sarasota, Florida

- Developing, monitoring, and evaluating case plans and progress
- Provide referrals to appropriate community resources
- Communicate with other health and human service providers
- Write staffing packets and judicial reviews

	<ul style="list-style-type: none"> • Attend staffing meetings and court hearings • Complete all home visits every 25 days for children in care • Meet all important deadlines <p>Ed Tech III November 23, 2015 – June 10, 2016: Fraser/Ford Child Development Center, Sanford, Maine</p> <ul style="list-style-type: none"> • Work 1:1 with child that has autism or development disabilities • Integrate Applied Behavioral Analysis (ABA) based Autism program (ACE) into child's daily activities • Document and report daily progress reports <p>Visit Support Worker July 21, 2015 – November 20, 2015: Home Counselors Inc, Biddeford, Maine</p> <ul style="list-style-type: none"> • Monitoring and observing parent and child interactions • Documentation of visits • Providing parenting information and strategies • Transportation of child(ren) to visit. <p>Production Tech April 2008 – July 20, 2015: AVX Tantalum Corp, Biddeford, Maine</p> <ul style="list-style-type: none"> • Apply thin coat of metal on parts before processing to next procedure • Multiple jobs on production line
Education	<p>Kaplan University, Portland, Maine May 2013 – June 2016</p> <ul style="list-style-type: none"> • Human Services • Degree – Bachelor of Sciences in Human Services – Child and Family Welfare <p>Andover College/ Kaplan University, Portland, Maine September 2009 – Fall 2010</p> <ul style="list-style-type: none"> • Early Childhood Education <p>Heartwood College of Art, Kennebunk, Maine September 2004 – June 2006</p> <ul style="list-style-type: none"> • Degree – Associates in Photography/ Fine Arts
Volunteer Services	<p>Assistant Karate Instructor: Children's Class 2002-2004, 2015 – Present Kennebunk Parks & Recreation, Kennebunk, Maine</p>

Tonya M. Delisle

EDUCATION-

Spaulding High School- Rochester, NH

June 2001'- High School Diploma

Hepper College- Nashua, NH

July 2006'- Lead Teacher Certificate

Great Bay Community College- Portsmouth, NH

May 2011'- Associate in Science Degree: Early Childhood Education

Granite State College- Rochester, NH

June 2017'- Bachelor in Science Degree: Human Services and Early Childhood Development with a Career Focus in Leadership and Administration

AWARDS-

Unique Endowment Scholarship-Recipient-August 2009

Phi Theta Kappa International Honor Society-Member-Inducted March 4th, 2011

Scholastic Award achieved for highest GPA within ECE major-May 20th, 2011

Bernard Osher Foundation Scholarship-Recipient-August 2015

Alpha Sigma Lambda Honor Society-Member-Inducted May 18th, 2017

EXPERIENCE-

Comprehensive Family Supports and Services Home Visitor | Community
Action Center, Inc. | Dept of Staff, Diversity

September 2019' – Present

Job responsibilities include working for the Family Wellness Program by conducting home visits that offer family support and connection to resources for families in need. The position consists of accepting referrals from DCYF, doctor's offices, CAP programs, self-referrals, as well as other agencies throughout the community. The position requires completing intakes on families that are interested in the voluntary program and helping them establish family goals with the steps to meet them. With goals established the home visitor offers family supports by offering parenting skills, helping create routines, teaching time management skills, modeling communication skills, supporting advocacy, practicing budgeting, meal planning, conducting age-appropriate ASQ's, etc. Other responsibilities include connecting families to resources such as Head Start/ Early Head Start, TANF, Food Stamps, WIC, NH Child Care Scholarship, Preventative Child Care, shelters, recovery services, mental health services, support groups, Safe Haven, Adult Learning

Centers, employment services, Early Supports and Services, doctors, dentists, city welfare, Fuel and Electric Assistance, food pantries/community meals, etc. In addition, the position requires office skills such as filing, scanning, faxing, mailing, emailing, answering phone calls, cleaning and organization. The position also requires working in collaboration with colleagues and attending supervisions, meetings, trainings, and conferences that relate.

Child Care Coordinator/Office Assistant/ HISET Test Examiner | Devar | Intl Learning Center

August 2012' – Present

Job responsibilities include coordinating the entire childcare program, caring for children, working with HISET students, working with international students, registrations, maintaining a happy & safe environment, making important decisions, creating staff schedules, working with Microsoft Office, billing, record keeping, filing, answering phone calls, scanning & copying, postal machine, computer work, following policies and procedures, referring families to programs or resources, observing, evaluating, assessing, note taking, creating effective curriculums, cleaning, parent/teacher conferences, room arrangements, helping children achieve their goals, photo/ videotaping, field trips, hosting annual holiday parties, working with doctor's offices to obtain immunization records, attending and implementing staff meetings, and speaking in front of the board.

Toddler Teacher/Preschool Aide | Stafford County Head Start

September 2010' – June 2012'

Job responsibilities included caring for children, maintaining a happy & safe environment, making important decisions, record keeping, filing, answering phone calls, observing, note taking, evaluating, assessing, creating effective curriculums, keeping children safe, cleaning, parent/teacher conferences, room arrangements, helping all of the children achieve their individual goals through the DAP, photo/ videotaping, field trips, and attending staff meeting, workshops, or classes to further my education.

Preschool Teacher | Devar | Intl Child Care Center

January 2004' – December 2005'

Job responsibilities included caring for children, maintaining a happy & safe environment, making important decisions, record keeping, filing, answering phone calls, observing, evaluating, assessing, note taking, creating effective curriculums, keeping children safe, cleaning, parent/teacher conferences, room arrangements,

helping all children achieve their goals, photo/ videotaping, field trips, and attending staff meetings, workshops, and classes to further my education on children.

Infant and Toddler Teacher | Elliot Preschool and Child Care
March 2003' – February 2004'

Job responsibilities included caring for children, maintaining a happy & safe environment, making important decisions, record keeping, filing, answering phone calls, observing, evaluating, assessing, note taking, creating effective curriculums, keeping children safe, cleaning, parent/teacher conferences, room arrangements, photo/ videotaping, field trips, attending staff meetings, and helping all children achieve their goals. I also took care of all fundraising and money raising events held in the program to raise money for materials, supplies, and activities.

SKILLS -

I have immediate experience working with people and I have a very adaptable personality. Although most of my experiences have been working inside of classrooms; I also have excellent customer service and office related skills that I have obtained from being a child care coordinator. I do all of my own office work, staff scheduling, customer billing, hold meetings, etc. My job positions have helped me gain a lot of skills that I can use inside or outside of classroom positions. I carry a huge role and responsibility for the current non-profit program that I am employed at as I coordinate the entire child care program with success. I am very use to working in a diverse atmosphere and I have firsthand experience working with low-income and international families. I have strong skills with working under stress and pressure and I am able to maintain a good balance. I am also a valuable team player since I work well with others.

CERTIFICATIONS AND TRAININGS -

NH Early Childhood Teacher Credential-Level 5 Issued: 3/2017

CPR- Issued: 10/2019

First Aid- Issued: 10/2019

Water Safety

Child Abuse and Neglect: 10/2/2019

Understanding and Effectively Working with Grandparents: 10/6/2019

Standards of Quality for Family Strengthening and Support: 10/24/2019

Welfare 101+: 11/8/2019

Life is Good Playmakers: 3/2020

Vicki Senter, RN, BSN, CLC

Education:

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

Nursing Employment History:

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

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

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

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

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

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

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

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

Skills:

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

Beth A. Clarke

Education: BS Business Administration

December 1999

College of Charleston

Charleston SC 29406

Diploma Advanced Therapeutic Massage

June 2004

Summa Cum Laude

Miller-Motte Technical College

North Charleston 29405

Experience:

Community Action Partnership, Dover NH

August 2013-present

Program Assistant

- Assistant to Child and Family Services Director
- Fiscal liaison
- Purchasing agent for Programming
- Assist Management and staff with travel
- Data entry, maintain in kind records
- Handle incoming calls and mail
- Create and distribute newsletters and documents as needed for the Center

Summer Feeding Program

June 2014-August 2014

- Data entry, maintain in kind records
- Logistics for travel and serve times for Summer Feeding Program
- Adjust and maintain accurate numbers for actual and projected number of meals served
- Supervise employees and assure they are performing at optimum level
- Assist the Program Coordinator with any duties she needs completed

Integrated Massage and Family Wellness, Dover NH

June 2013-Present

Licensed Massage Therapist

- Perform Manual Therapy
- Market to target market
- Documentation and implementation of procedures

Elements Therapeutic Spa, Portsmouth NH

November 2011- 2013

Licensed Massage Therapist

- Perform Manual Therapy

- Communicate with clients to provide superior service
- Documentation of procedures

Miller-Motte technical College, North Charleston, SC

January 2005-October 2010

Instructor/Clinic Supervisor

- Facilitate student learning for multi age groupings in the area of therapeutic massage, medical assisting, surgical technology, and health information technology.
- Create lesson plans and tests in line with the course syllabus
- Managing students and resolving classroom conflict.
- Prepare students for internship and dealing with the public.
- Manage the school's internal spa.
- Resolve customer complaints.
- Reconcile daily revenue.
- Coordinate scheduling for students and clients.
- Coordinate events for community outreach.
- Increase student retention.

OSI (Outsourcing Solutions Inc.), North Charleston, SC

August 1998- October 2004

- Hire and train employees for the fraud initiative and repetitive debt initiatives.
- Organize and distribute training materials for the client (AT&T).
- Quality Assurance, monitor calls and provide proper feedback to employees.
- Maintain good working communication between company and Client (AT&T).
- Create new working parameters for fraud and repetitive debt initiatives.
- Resolve AT&T customer disputes and claims.
- Improve accounts receivable for the client.
- Annual reviews for employees.

Additional training and Accolades: Medical terminology proficient, Microsoft Office proficient, Pacific University trained, Silver Key Honor Society Alumni

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Community Action Partnership of Strafford County
 Name of Program: Community Action Partnership of Strafford County: Comprehensive Family Support Services

BUDGET PERIOD: SFY 2021				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Elena Engle	Director	\$70,013	23.00%	\$16,102.94
Paula Gyurcsan	Program Manager	\$50,066	50.00%	\$25,032.80
Diane Henriquez	Lead Home Visitor	\$39,811	100.00%	\$39,811.20
Stacey Newton	Home Visitor	\$38,189	100.00%	\$38,188.80
Tanya Delisle	Home Visitor	\$38,189	100.00%	\$38,188.80
Vicki Senter	Program Nurse/Health Services Coordinator	\$48,214	3.00%	\$1,446.43
Beth Clarke	Program Assistant	\$33,904	3.00%	\$1,017.12
Vacant	FRC Coordinator	\$37,440	38.00%	\$14,227.20
Vacant	Outreach and Enrollment Coordinator	\$35,360	3.00%	\$1,060.80
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$175,076.10

BUDGET PERIOD: SFY 2022				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Elena Engle	Child and Family Services Director	\$71,413	20.00%	\$14,282.61
Paula Gyurcsan	Program Manager	\$51,067	50.00%	\$25,533.46
Diane Henriquez	Lead Home Visitor	\$40,607	100.00%	\$40,607.42
Stacey Newton	Home Visitor	\$38,953	100.00%	\$38,952.58
Tanya Delisle	Home Visitor	\$38,953	100.00%	\$38,952.58
Vicki Senter	Program Nurse/Health Services Coordinator	\$49,179	3.00%	\$1,475.36
Beth Clarke	Program Assistant	\$34,582	3.00%	\$1,037.46
Vacant	FRC Coordinator	\$38,189	38.00%	\$14,511.74
Vacant	Outreach and Enrollment Coordinator	\$36,067	3.00%	\$1,082.02
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$176,435.23

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Community Action Partnership of Strafford County
 Name of Program: Community Action Partnership of Strafford County: Comprehensive Family

BUDGET PERIOD: SFY:2023				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Elena Engle	Child and Family Services Director	\$72,841	18.00%	\$13,111.44
Paula Gyurcsan	Program Manager	\$52,088	50.00%	\$26,044.13
Diane Henriquez	Lead Home Visitor	\$41,420	100.00%	\$41,419.57
Stacey Newton	Home Visitor	\$39,732	100.00%	\$39,731.63
Tanya Delisle	Home Visitor	\$39,732	100.00%	\$39,731.63
Vicki Senter	Program Nurse/Health Services Coordinator	\$50,162	3.00%	\$1,504.87
Beth Clarke	Program Assistant	\$35,274	3.00%	\$1,058.21
Vacant	FRC Coordinator	\$38,953	38.00%	\$14,801.98
Vacant	Outreach and Enrollment Coordinator	\$36,789	3.00%	\$1,103.66
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$178,507.10

BUDGET PERIOD: SFY:2024				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Elena Engle	Child and Family Services Director	\$74,298	15.00%	\$11,144.72
Paula Gyurcsan	Program Manager	\$53,130	50.00%	\$26,565.01
Diane Henriquez	Lead Home Visitor	\$42,248	100.00%	\$42,247.96
Stacey Newton	Home Visitor	\$40,526	100.00%	\$40,526.26
Tanya Delisle	Home Visitor	\$40,526	100.00%	\$40,526.26
Vicki Senter	Program Nurse/Health Services Coordinator	\$51,166	3.00%	\$1,534.97
Beth Clarke	Program Assistant	\$35,979	3.00%	\$1,079.38
Vacant	FRC Coordinator	\$39,732	38.00%	\$15,098.02
Vacant	Outreach and Enrollment Coordinator	\$37,524	3.00%	\$1,125.73
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$179,848.30

Subject: Comprehensive Family Support Services (RFP-2021-DEHS-02-COMPR-05)

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

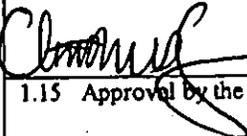
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name Greater Seacoast Community Health</p>		<p>1.4 Contractor Address 311 Route 108 Somersworth, NH, 03878</p>	
<p>1.5 Contractor Phone Number (603) 516-2542</p>	<p>1.6 Account Number 05-095-042-421010-29680000-102-500734, 05-095-042-421010-29730000-102-500734, 05-095-042-421010-29660000-102-500734 05-095-045-450010-61270000-102-500731 05-095-045-450010-61460000-502-500891, 05-095-090-902010-51900000-102-500731, 05-095-042-421010-29580000-645-504004</p>	<p>1.7 Completion Date June 30, 2024</p>	<p>1.8 Price Limitation \$1,405,192</p>
<p>1.9 Contracting Officer for State Agency Nathan D. White, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature <i>Janet Laatsch</i> Date: <u>6.22.20</u></p>		<p>1.12 Name and Title of Contractor Signatory <i>Janet Laatsch, CEO</i></p>	

1.13 State Agency Signature 	1.14 Name and Title of State Agency Signatory Date: <u>4/24/20</u> Christine Santaniello; Director-DEHS
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>/s/ Christen Lavers</u> On: <u>6/28/20</u>	
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____	

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020. ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



EXHIBIT B

Scope of Services

1. Statement of Work

1.1. General Services

- 1.1.1. The Contractor shall provide services to pregnant and parenting women as well as other families with children up to twenty-one (21) years of age who:
 - 1.1.1.1. Are at risk for experiencing difficulty with:
 - 1.1.1.1.1. Pregnancy.
 - 1.1.1.1.2. Health and nutrition.
 - 1.1.1.1.3. Education and employment.
 - 1.1.1.1.4. Parenting challenges.
 - 1.1.1.1.5. Social isolation.
 - 1.1.1.1.6. Substance use disorders.
 - 1.1.1.1.7. Mental health events.
 - 1.1.1.2. Are at risk for child abuse and neglect.
 - 1.1.1.3. Are perinatal families of substance-exposed infants.
 - 1.1.1.4. Seek Comprehensive Family Support Services (CFSS) in a voluntary manner.
- 1.1.2. For the purposes of this agreement, all references to days shall mean business days.
- 1.1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.
- 1.1.4. The Contractor shall provide services at the Family Center located at the Community Campus at 100 Campus Drive, Portsmouth NH, and other locations as mutually agreed upon between the Contractor and the client within the Department of Health and Human Services Seacoast District Office Catchment Area.
- 1.1.5. The Contractor shall continue working toward obtaining, and once approved – maintaining- the designation of a Qualified Family Resource Center (FRC-Q), which is scheduled for review by the New Hampshire Children's Trust and the Wellness and Prevention Committee in the Fall of 2020 to ensure attainment of FRC-Q designation no later than the contract completion date.
- 1.1.6. The Contractor shall provide voluntary CFSS to parents who may be experiencing social, emotional, physical and mental health events

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that interfere with their ability to parent their children. The Contractor shall provide CFSS in a flexible and integrated approach that provides support services to families in three stages:

- 1.1.6.1. Prevention.
- 1.1.6.2. Early intervention.
- 1.1.6.3. Crisis.
- 1.1.7. The Contractor shall support the empowerment of families as advocates for themselves and their children by facilitating collaboration between communities and families to develop a comprehensive array of local, family-centered and culturally informed services.
- 1.1.8. The Contractor shall perform outreach to individuals and families through activities that may include, but are not limited to:
 - 1.1.8.1. Sending reminders to referral sources.
 - 1.1.8.2. Making community connections with community resources that may include, but are limited to:
 - 1.1.8.2.1. Libraries.
 - 1.1.8.2.2. Schools
 - 1.1.8.2.3. Town welfare offices.
 - 1.1.8.3. Utilizing the Family Resource Center Facebook page to engage referral sources, families and community members.
 - 1.1.8.4. Developing and providing local newspapers and radio stations with press releases and community calendars of events.
- 1.1.9. The Contractor shall facilitate identification and evaluation of programs and services available to families experiencing conditions that may include, but are not limited to:
 - 1.1.9.1. A previous or current founded, or unfounded, child protective services report.
 - 1.1.9.2. Having a child who has a low birth weight and neuro developmental delays.
 - 1.1.9.3. A history of, or current, parental or caregiver substance abuse.
 - 1.1.9.4. A history of, or current, mental health concerns relative to the parent, caregiver, or child(ren).

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- 1.1.9.5. Having income at or below 300% of the Federal Poverty Level.
- 1.1.9.6. Family history of domestic violence.
- 1.1.9.7. Child's insecure attachment in early years.
- 1.1.9.8. Pregnancy; birth of a child within the past twelve (12) months; birth of an additional child within the next six (6) months; birth or expected birth of a child with special healthcare needs.
- 1.1.9.9. Pregnant individuals with prenatal substance use concerns and families with substance exposed infants.
- 1.1.9.10. Having more than one (1) child under the age of three (3) years.
- 1.1.9.11. Physical or social isolation or any other factors that contribute to unhealthy social and emotional outcomes.
- 1.1.9.12. Home conditions presenting a health and/or safety risk to family members.
- 1.1.9.13. Child or family with chronic health, behavioral or developmental issues with impacts parenting.
- 1.1.9.14. Ages and Stages Questionnaire (ASQ) and Ages and Stages Questionnaire Social Emotional (ASQ-SE) results that indicate developmental delays.
- 1.1.9.15. Families impacted by traumatic events.
- 1.1.9.16. Receiving Temporary Assistance to Needy Families (TANF) cash assistance or any of the Medicaid options.
- 1.1.9.17. Substance Use Disorder services.
- 1.1.10. The Contractor shall ensure services are multigenerational; trauma-informed; culturally responsive; strengths-based; and focused on empowering families. The Contractor shall ensure:
 - 1.1.10.1. Service activities include, but are not limited to providing:
 - 1.1.10.1.1. Evidence-based practices, where available.
 - 1.1.10.1.2. Education and direct services that support parent and child wellbeing.
 - 1.1.10.1.3. Case management.
 - 1.1.10.1.4. Access to a broad array of resources and referrals to respond to each family's needs, as appropriate.



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1.1.10.2. Services are delivered in an environment appropriate to the needs and convenience of the clients, which may include, but are not limited to:

1.1.10.2.1. Home-visiting services.

1.1.10.2.2. Community-based visits.

1.1.10.2.3. Parenting groups.

1.1.10.2.4. Workshops.

1.1.10.2.5. Playgroups.

1.1.11. The Contractor shall ensure services are available during times that are convenient for families, including during hours that accommodate families who may have non-traditional schedules or hours.

1.1.12. The Contractor shall provide access to area program's that accommodate parent schedules with free access to childcare, locations include but are not limited to:

1.1.12.1. Greater Seacoast's Health Center in Somersworth

1.1.12.2. Exeter Parks and Recreation

1.1.12.3. Epping School Administrative Unit

1.1.12.4. Hampton at Greater Seacoast's partner

1.2. Assessments and Referrals

1.2.1. The Contractor shall accept referrals from hospitals and medical centers when clients have a Plan of Safe Care, or assist pregnant and postpartum women with developing a Plan of Safe Care in collaboration with medical providers. The Contractor shall:

1.2.1.1. Provide early intervention in at risk pregnant and parenting families.

1.2.1.2. Prioritize pregnant parents with substance use disorder for support and assignment.

1.2.2. The Contractor shall complete a Family Assessment utilizing the Protective Factors Survey, 2nd Edition (PFS-2) for each family referred for services in order to:

1.2.2.1. Identify risk factors;

1.2.2.2. Determine appropriate CFSS; and

1.2.2.3. Provide appropriate CFSS.

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- 1.2.3. The Contractor shall provide each family with an Individual Service Plan (ISP) that addresses and targets barriers to receiving education and support services, which may include but are not limited to:
 - 1.2.3.1. Parent education and support;
 - 1.2.3.2. Family mentoring and advocacy;
 - 1.2.3.3. Medical and health education;
 - 1.2.3.4. Early childhood education;
 - 1.2.3.5. Literacy education and support; and
 - 1.2.3.6. Life skills training.
- 1.2.4. The Contractor shall provide referrals to appropriate community-based services and other resources that support families in their home communities, which may include, but are not limited to:
 - 1.2.4.1. Child Care Aware of New Hampshire.
 - 1.2.4.2. The Department of Health and Human Services District Offices for assistance with program eligibility determination.
 - 1.2.4.3. Special Medicaid Services, including Family Centered Early Supports and Services (FCESS).
 - 1.2.4.4. Family violence prevention agencies.
 - 1.2.4.5. Mental health services.
 - 1.2.4.6. Nutrition education and healthy foods.
 - 1.2.4.7. Instructional money management.
 - 1.2.4.8. Smoking cessation programs, including referrals to QuitWorks-NH.
 - 1.2.4.9. Women, Infants and Children (WIC) Nutrition programs for access to breastfeeding supports, nutritional education, and healthy foods.
 - 1.2.4.10. Independent living programs.
 - 1.2.4.11. Adult education.
 - 1.2.4.12. Literacy education.
 - 1.2.4.13. Employment services.
 - 1.2.4.14. Vocational rehabilitation services.
 - 1.2.4.15. NH Employment Securities.

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- 1.2.5. The Contractor shall provide referrals to the local SAU special education department for programs, as appropriate, that include but are not limited to:
- 1.2.5.1. Free and reduced lunch.
 - 1.2.5.2. Summer camps for children who are impoverished and/or have a developmental disability.
 - 1.2.5.3. Holiday gift giving programs.
 - 1.2.5.4. Developmental and family support programs.
 - 1.2.5.5. The Door Way.
 - 1.2.5.6. Strength to Succeed.
 - 1.2.5.7. Kinship Navigation services.
 - 1.2.5.8. Caregiver support groups.
 - 1.2.5.9. Community events.
 - 1.2.5.10. Healthy Families America.
- 1.2.6. The Contractor shall ensure that families with children up to six (6) years of age are screened and participate in the Watch Me Grow Program. The Contractor shall:
- 1.2.6.1. Distribute the "Learn the Signs, Act Early" materials;
 - 1.2.6.2. Report the number of families who received developmental screening education materials;
 - 1.2.6.3. Provide developmental and social emotional screenings for children ages one (1) month through five (5) years; and
 - 1.2.6.4. Report the number of families that received an ASQ-3 and ASQ-SE- screener.
- 1.2.6.1. The Contractor shall administer the Watch Me Grow curriculum/program/services in accordance with the Watch Me Grow guidelines.

1.3. **Home Visiting Services**

- 1.3.1. The Contractor shall provide home visiting services that are respectful of families' cultures and values while building on their strengths, being responsive to their needs, and ensuring voluntary participation of the families served.
- 1.3.2. The Contractor shall provide home visiting services that include, but are not limited to:

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- 1.3.2.1. Working with program participants to develop comprehensive goals to improve the economic self-sufficiency of families by assisting parents with developing a vision for the future that includes, but is not limited to:
 - 1.3.2.1.1. Planning future pregnancies.
 - 1.3.2.1.2. Continuing education.
 - 1.3.2.1.3. Finding and maintaining employment.
 - 1.3.2.1.4. Increasing Protective Factors of the family.
 - 1.3.2.1.5. Obtaining secure housing.
 - 1.3.2.1.6. Accessing community services.
 - 1.3.2.1.7. Accessing parental education on topics that include, but are not limited to:
 - 1.3.2.1.7.1. Child development.
 - 1.3.2.1.7.2. Child behavior.
 - 1.3.2.1.7.3. Child health.
 - 1.3.2.1.7.4. Coping and problem solving skills.
 - 1.3.2.1.7.5. Safety.
 - 1.3.2.1.7.6. Parenting skills.
- 1.3.2.2. Providing standardized smoking cessation education and referrals, as appropriate, in order to increase the number of women who quit smoking.
- 1.3.2.3. Providing information to pregnant women relative to the importance of receiving consistent prenatal health care that results in healthy pregnancies and birth outcomes.
- 1.3.2.4. Providing information that promotes parent-child attachments that mitigate child maltreatment.
- 1.3.2.5. Providing education regarding the importance of primary care services for the family, including access to reproductive health care, timely immunizations, increased child safety, and the establishment of a medical home. The Contractor shall work to ensure:
 - 1.3.2.5.1. All women have access to formal, validated screening for prenatal and postpartum depression.

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- 1.3.2.5.2. All women who screen positive for maternal depression are referred to follow-up treatment, as appropriate.
- 1.3.2.5.3. All participants are enrolled in primary care physician services.
- 1.3.2.5.4. Improvement in family health and functioning.
- 1.3.3. The Contractor shall provide home visiting services, utilizing evidence based approaches and training programs that include, but are not limited to:
 - 1.3.3.1. Growing Great Kids curriculum for parents of children up to five (5) years of age.
 - 1.3.3.2. Growing Great Families curriculum.
 - 1.3.3.3. Parents-as-Teachers curriculum.
 - 1.3.3.4. Positive Solutions for Families curriculum;
 - 1.3.3.5. SAMSHA's Anger Management curriculum, as appropriate.
 - 1.3.3.6. Circle of Security curriculum.
 - 1.3.3.7. Motivational interviewing.
 - 1.3.3.8. Reflective supervision.
- 1.3.4. The Contractor shall ensure that access to services is flexible to meet the needs of families during times and locations that are most convenient for the family, including but not limited to:
 - 1.3.4.1. Home.
 - 1.3.4.2. School.
 - 1.3.4.3. Churches.
- 1.3.5. The Contractor shall provide home visiting services and classes at a variety of times, which include early evenings, weekends, mornings and afternoons.
- 1.3.6. The Contractor shall provide meeting space in a community setting in instances in which the family may not feel comfortable meeting at their residence including but not limited to:
 - 1.3.6.1. Children's Room.
 - 1.3.6.2. Fenced in playground.
 - 1.3.6.3. Headstart.
 - 1.3.6.4. Community Childcare.

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- 1.3.7. The Contractor shall ensure families have access to meetings in a manner that ensures safety for both the Family Resource Center staff and the families served by training the families how to utilize web-based meeting methods that include, but are not limited to:
 - 1.3.7.1. Zoom.
 - 1.3.7.2. Google Classroom.
- 1.3.8. The Contractor shall ensure that the privacy of individuals served is maintained in any instance in which web-based meeting methods are utilized.
- 1.3.9. The Contractor shall ensure additional supports are provided to families during academic and routine changes, which may include, but are not limited to:
 - 1.3.9.1. Delivering hard copies of applications for support services.
 - 1.3.9.2. Emotional learning activities.
 - 1.3.9.3. Gas cards.
 - 1.3.9.4. Phone cards.
 - 1.3.9.5. Data cards.
- 1.3.10. The Contractor shall maintain and initiate regular contact with their assigned families to ensure they remain engaged in working towards goals, offer support and mitigate feelings of isolation.
- 1.3.11. The Contractor shall provide a Parent Leadership Certificate course to parents and/or caregivers, as needed, in order to develop leadership skills and facilitate opportunities for using specific skills in their community.
- 1.3.12. The Contractor shall evaluate the progress of both parents and caregivers, as well as the performance of the programs and services provided.
- 1.3.13. The Contractor shall maintain all Family Center program materials including but not limited to:
 - 1.3.13.1. Brochures
 - 1.3.13.2. Flyers
 - 1.3.13.3. Schedules
 - 1.3.13.4. Monthly e-newsletters

1.4. **Staffing**

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- 1.4.1. The Contractor shall require all staff, subcontractors, and volunteers who have contact with children complete a criminal background check and central registry check.
- 1.4.2. The Contract shall ensure staff who shall drive as part of their job duties maintain a valid driver's license.
- 1.4.3. The Contractor shall ensure staff are trained in:
 - 1.4.3.1. The principles of family support;
 - 1.4.3.2. Maternal and child health;
 - 1.4.3.3. The child welfare system with concentrations in service array; and
 - 1.4.3.4. Working in multidisciplinary teams.
- 1.4.4. The Contractor shall demonstrate on-going staff enrichment and development in areas that include, but are not limited to:
 - 1.4.4.1. Skills needed to address the ethnic and cultural needs, resources, and assets of the community;
 - 1.4.4.2. Exercising empathy, with an understanding of family stressors, for parents and families receiving services; and
 - 1.4.4.3. Effective home visiting and reporting practices.
- 1.4.5. The Contractor shall ensure staff includes, at a minimum, a Program Director who works the minimum of a .5 Full Time Employee (FTE) and an appropriate number of Paraprofessional Home Visitors, necessary to implement the program.
- 1.4.6. The Contractor shall ensure the Program Director has experience and education that include, but are not limited to:
 - 1.4.6.1. A Master's degree in social work, counseling, nursing, public health or a related field, and
 - 1.4.6.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.4.6.3. A Bachelor's degree in social work, counseling, nursing, public health or related field; and
 - 1.4.6.4. Five (5) years of experience working with families and children in a social service, home health or other early childhood program setting, some of which shall have been in a supervisory capacity.

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- 1.4.6.5. The Contractor shall ensure Paraprofessional Home Visitors have, experience and education that include, but are not limited to:
- 1.4.6.6. A Bachelor's degree in social work, counseling, nursing, human services, early childhood education or a relate field; and
- 1.4.6.7. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting.
- 1.4.7. The Contractor shall ensure a minimum of one (1) Home Visitor and the Home Visitor Supervisor are trained in either Growing Great Kids or Parents as Teachers curriculum and follow the Growing Great Kids requirements within six (6) months of the contract effective date.
- 1.4.8. The Contractor shall designate a staff person as the liaison for all programmatic correspondence between the Department and the Contractor, ensuring timely communication on topics that include, but are not limited to:
 - 1.4.8.1. Clinical updates.
 - 1.4.8.2. Program announcements.
 - 1.4.8.3. Changes, errors, and requests.
- 1.4.9. The Contractor shall ensure all staff receive training on appropriate and effective referral methods, including but not limited to:
 - 1.4.9.1. After school programs.
 - 1.4.9.2. Collaboration with SAU, teachers and guidance departments.
- 1.4.10. The Contractor shall staff consists of individuals having diverse ages, genders, religions, ethnicities and cultural backgrounds in order to form positive and relatable relationships with families.
- 1.4.11. The Contractor shall ensure all staff are fully trained in the Standards of Quality training and recertification prior to and while providing services to families.
- 1.5. **Relevant Laws, Policies and Guidelines**
 - 1.5.1. The Contractor shall be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

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- 1.5.2. The Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130:A, Lead Paint Poisoning and Control.
- 1.5.3. The Contractor shall participate and coordinate 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.
- 1.5.4. The Contractor shall promote immunizations, in accordance with NH RSA 141-C and the Immunization Rules promulgated thereunder.
- 1.5.5. The Contractor's program services shall meet the requirements of Sec. 401 (a)(3) of the 42USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF, which indicates one of the purposes 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.
- 1.5.6. The Contractor shall comply with confidentiality provisions of RSA 170-G: 8-a. All information regarding the Department's clients, client families, foster families, and other involved individuals, is strictly confidential and shall not be discussed with anyone except the Department's personnel in the performance of contracted services.
- 1.5.7. The Contractor shall maintain the confidentiality of all clients and use client information only for program administration purposes and evaluation, ensuring the following, including but not limited to:
 - 1.5.7.1. All staff and subcontractor(s) understand that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
 - 1.5.7.2. All staff and subcontractor(s) adhere to the standards and confidentiality policies of the organization.
 - 1.5.7.3. Receipt of public assistance and other confidential information shared shall be shared only as part of the medical record and only with the properly signed release of information from the client.
- 1.5.8. The Contractor shall, for purposes of program evaluation and/or continuous quality improvement, report personally identifiable health data to the Department as requested, for all clients served under the resulting contract.

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- 1.5.9. The Contractor shall obtain any authorizations for release of information from the clients that are necessary to comply with federal and state laws and regulations.
- 1.5.10. The Contractor shall provide all forms developed for authorization for release of information to the Department shall prior to use.
- 1.5.11. The Contractor shall adhere to the legal requirements governing human subjects' research if considering using program participants for clinical or sociological research purposes.
- 1.5.12. The Contractor shall inform the Division of Public Health Services prior to initiating any research related to the resulting contract.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports highlighting the program activities no later than the fifteenth (15th) day of the month following the reporting period with the first report due no later than October 15, 2020. The Contractor shall ensure quarterly reports include, but are not limited to:
 - 3.1.1. The progress in achieving the stated outcomes.
 - 3.1.2. Feedback from families as to the effectiveness and satisfaction of the contracted services.
- 3.2. The Contractor shall submit an annual report to the Department no later than July 31st of each contract year, with the first report due on July 31, 2021. The Contractor shall ensure annual reports include, but are not limited to:
 - 3.2.1. Information regarding accomplishments and activities for the program.
 - 3.2.2. Recommendations for service development and outcomes.
 - 3.2.3. Systemic barriers experienced.

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- 3.2.4. Family satisfaction survey results.
- 3.3. The Contractor shall enter data into the Welligent System within thirty (30) days from receiving the data, ensuring data includes, but is not limited to:
 - 3.3.1. Encrypted client identifier; first two initials of the first name, first three initials of the last name.
 - 3.3.2. Gender
 - 3.3.3. Date of Birth.
 - 3.3.4. Race.
 - 3.3.5. Ethnicity.
 - 3.3.6. Date of Screening.
 - 3.3.7. Which month Ages and Stages Questionnaire (ASQ) was used.
 - 3.3.8. Recheck.
 - 3.3.9. Referred
 - 3.3.10. Receiving services.
 - 3.3.11. Screening score.
 - 3.3.12. Consent signed to notify Primary Care Physician (PCP).
 - 3.3.13. Date the screen was sent to the client's PCP.
- 3.4. The Contractor shall collaborate with the Department to provide requested information relative to program evaluation and other information, as needed, to meet Department goals and requirements and provide information to different Divisions within the Department that include, but are not limited to the:
 - 3.4.1. Division for Children, Youth and Families.
 - 3.4.2. Division of Public Health Services.
 - 3.4.3. Division for Economic and Housing Stability.
- 3.5. The Contractor shall maintain a Family Service Record, as provided by the Department, on each family in compliance with all Health Insurance Portability and Accountability Act (HIPAA), Privacy Rules. The Contractor shall ensure the Family Service Record includes, but not be limited to:
 - 3.5.1. Source of referral.
 - 3.5.2. Referral information.
 - 3.5.3. Release of information form.
 - 3.5.4. Family assessment.
 - 3.5.5. Child/Family services plan.

Contractor Initials JL

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

EXHIBIT B



- 3.5.6. Case contact log.
 - 3.5.7. Receipt of health care.
 - 3.5.8. Linkages with prenatal/primary care and visit schedule as outlined in the American Academy of Pediatrics, "Recommendations for Preventative Pediatric Health Care" schedule.
 - 3.5.9. Progress notes.
 - 3.5.10. Child care utilization and billing information.
 - 3.5.11. Case closure report.
- 3.6. The Contractor shall ensure Family Service Records are summarized and entered into the Quick Base in real-time.

4. Performance Measures

- 4.1. The Contractor shall ensure consumer satisfaction data indicates a minimum of 80% favorable rating.
- 4.2. The Contractor shall sustain 100% screening of family participation in the Watch Me Grow Program in families with children up to six (6) years of age.
- 4.3. The Contractor shall work collaboratively with the Department to ensure evidence-based strategies are used and appropriate metrics are tracked for specific programs and sub-populations.
- 4.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.5. The Contractor shall track a range of performance improvement topics that include, but are not limited to:
 - 4.5.1. Increasing outreach to high-risk populations;
 - 4.5.2. Increasing the share of referred families who enroll in services;
 - 4.5.3. Increasing service completion dates; and
 - 4.5.4. Evaluating long-term program outcomes.
- 4.6. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.7. The Contractor shall collect and share data with the Department in a format specified by the Department, where applicable.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. The Contractor agrees that, to the extent future state or federal

Contractor Initials JL



legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

5.3.1. 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, "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."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income

Contractor Initials JL

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

EXHIBIT B



received or collected by the Contractor.

- 6.1.2. All records shall 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.
 - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
 - 6.1.4. Medical records on each patient/recipient of services.
- 6.2. 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. 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.

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



Payment Terms

1. This Agreement is funded by:
 - 1.1. 1.37% by the US Department of Health and Human Services, Administrations on Children, Youth and Families, Child Welfare Social Services, Title IV-B, Subpart 1, of the Social Security Act, CFDA 93.645, FAIN# 2001NHCWSS.
 - 1.2. 6.74% by the US Department of Health and Human Services, Administration for Children & Families, Administration on Children, Youth and Families, Promoting Safe and Stable Families, CFDA 93.556, FAIN# 2001FPSS.
 - 1.3. 23.23% by the US Department of Health and Human Services, Administration for Children & Families, Title XX Grants, SSBG – Social Services Block Grant, CFDA 93.667, FAIN# 2001NHSOSR.
 - 1.4. 55.65%, by the US Department of Health and Human Services, Temporary Assistance for Needy Families, CFDA 93.558, FAIN# 19NHTANF.
 - 1.5. 1.80% by the US Department of Health and Human Services, Maternal and Child Health Services Block Grant, CFDA 93.994, FAIN# 90CA1858.
 - 1.6. 11.21% General Funds
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Sub-recipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget Sheet through Exhibit C-4, Budget Sheet.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

Greater Seacoast Community Health

Exhibit C

Contractor Initials JL

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Date 6.22.20

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



5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to BFAinvoices@dhhs.nh.gov, or invoices may be mailed to:
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

Greater Seacoast Community Health

Exhibit C

Contractor Initials JL

RFP-2021-DEHS-02-COMPR-05

Page 2 of 3

Date 6.22.20

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



EXHIBIT C

- 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. 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.

Exhibit C-2, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name: Greater Seacoast Community Health

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR

Budget Period: 8FY 2022 (7/1/2021 TO 6/30/22)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 278,150.61	\$ -	\$ 278,150.61	\$ -	\$ -	\$ -	\$ 278,150.61	\$ -	\$ 278,150.61
2. Employee Benefits	\$ 52,848.62	\$ -	\$ 52,848.62	\$ -	\$ -	\$ -	\$ 52,848.62	\$ -	\$ 52,848.62
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,548.77	\$ -	\$ 2,548.77	\$ -	\$ -	\$ -	\$ 2,548.77	\$ -	\$ 2,548.77
6. Travel	\$ 11,500.00	\$ -	\$ 11,500.00	\$ -	\$ -	\$ -	\$ 11,500.00	\$ -	\$ 11,500.00
7. Occupancy	\$ 6,194.04	\$ -	\$ 6,194.04	\$ 6,194.04	\$ -	\$ 6,194.04	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 357,492.04	\$ -	\$ 357,492.04	\$ 6,194.04	\$ -	\$ 6,194.04	\$ 351,298.00	\$ -	\$ 351,298.00

Indirect As A Percent of Direct

0.0%

Contractor Initials JL

Date 6.22.20

New Hampshire Department of Health and Human Services

Contractor name: Greater Seacoast Community Health

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR

Budget Period: SFY 2021 (7/1/2020 TO 6/30/21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by: DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 275,501.20	\$ -	\$ 275,501.20	\$ -	\$ -	\$ -	\$ 275,501.20	\$ -	\$ 275,501.20
2. Employee Benefits	\$ 52,345.23	\$ -	\$ 52,345.23	\$ -	\$ -	\$ -	\$ 52,345.23	\$ -	\$ 52,345.23
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,850.00	\$ -	\$ 3,850.00	\$ -	\$ -	\$ -	\$ 3,850.00	\$ -	\$ 3,850.00
6. Travel	\$ 12,500.00	\$ -	\$ 12,500.00	\$ -	\$ -	\$ -	\$ 12,500.00	\$ -	\$ 12,500.00
7. Occupancy	\$ 6,194.04	\$ -	\$ 6,194.04	\$ 6,194.04	\$ -	\$ 6,194.04	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,601.57	\$ -	\$ 4,601.57	\$ -	\$ -	\$ -	\$ 4,601.57	\$ -	\$ 4,601.57
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 357,492.04	\$ -	\$ 357,492.04	\$ 6,194.04	\$ -	\$ 6,194.04	\$ 351,298.00	\$ -	\$ 351,298.00

Indirect As A Percent of Direct

0.0%

Contractor Initials *JL*

Date *6-22-20*

New Hampshire Department of Health and Human Services

Contractor name: Greater Seacoast Community Health

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR

Budget Period: SFY 2023 (7/1/2022 TO 6/30/23)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 278,161.10	\$ -	\$ 278,161.10	\$ -	\$ -	\$ -	\$ 278,161.10	\$ -	\$ 278,161.10
2. Employee Benefits	\$ 52,850.61	\$ -	\$ 52,850.61	\$ -	\$ -	\$ -	\$ 52,850.61	\$ -	\$ 52,850.61
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,286.29	\$ -	\$ 2,286.29	\$ -	\$ -	\$ -	\$ 2,286.29	\$ -	\$ 2,286.29
6. Travel	\$ 11,750.00	\$ -	\$ 11,750.00	\$ -	\$ -	\$ -	\$ 11,750.00	\$ -	\$ 11,750.00
7. Occupancy	\$ 6,194.04	\$ -	\$ 6,194.04	\$ 6,194.04	\$ -	\$ 6,194.04	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ -	\$ 250.00
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 357,492.04	\$ -	\$ 357,492.04	\$ 6,194.04	\$ -	\$ 6,194.04	\$ 351,298.00	\$ -	\$ 351,298.00

Indirect As A Percent of Direct 0.0%

New Hampshire Department of Health and Human Services

Contractor name: Greater Seacoast Community Health

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR

Budget Period: SFY 2024 (7/1/2023 TO 6/30/24)

Line Item	Total Program Costs			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 279,485.83	\$ -	\$ 279,485.83	\$ -	\$ -	\$ -	\$ 279,485.83	\$ -	\$ 279,485.83
2. Employee Benefits	\$ 53,102.31	\$ -	\$ 53,102.31	\$ -	\$ -	\$ -	\$ 53,102.31	\$ -	\$ 53,102.31
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,459.86	\$ -	\$ 1,459.86	\$ -	\$ -	\$ -	\$ 1,459.86	\$ -	\$ 1,459.86
6. Travel	\$ 11,750.00	\$ -	\$ 11,750.00	\$ -	\$ -	\$ -	\$ 11,750.00	\$ -	\$ 11,750.00
7. Occupancy	\$ 6,194.04	\$ -	\$ 6,194.04	\$ 6,194.04	\$ -	\$ 6,194.04	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephones	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 357,492.04	\$ -	\$ 357,492.04	\$ 6,194.04	\$ -	\$ 6,194.04	\$ 351,298.00	\$ -	\$ 351,298.00

Indirect As A Percent of Direct

0.0%



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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.

Vendor Name:

6.22.20
Date

Janet Laatsch
Name:
Title:



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

4-22-20
Date

Jeanette Cantelero
Name:
Title:



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

6.22.20
Date

Janet Coatsch
Name:
Title:



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

The Vendor 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:

Vendor 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

Vendor Initials

JK

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

6.22.20.
Date

Janet Lautsch
Name:
Title:

Exhibit G

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

Vendor Initials JL



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 Vendor 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 Vendor 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.

Vendor Name:

Janet Caubets

6.22.20
Date

Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Christine Santanella
Signature of Authorized Representative

Christine Santanella
Name of Authorized Representative

Director DEHS
Title of Authorized Representative

6/24/20
Date

Greater Seacoast Comm. Health
Name of the Contractor

Janet Leatsch
Signature of Authorized Representative

Janet Leatsch
Name of Authorized Representative

CEO
Title of Authorized Representative

6.22.20
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:

6.22.20
Date

Janet Carlsch
Name:
Title:



FORM A

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

1. The DUNS number for your entity is: 780054164
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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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



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



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

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



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

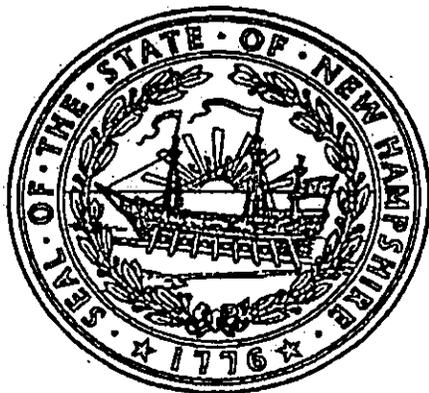
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER SEACOAST COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65587

Certificate Number: 0004859885



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of March A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Barbara Henry, of Greater Seacoast Community Health, do hereby certify that:

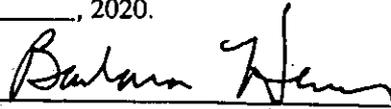
1. I am the duly elected Board Chair of Greater Seacoast Community Health;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Greater Seacoast Community Health, duly held on January 27, 2020;

Resolved: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of Public Health Services.

Resolved: That the Chief Executive Officer, Janet Laatsch, is hereby authorized on behalf of this Corporation 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 foregoing resolutions have not been amended or revoked and remain in full force and effect as of June 22, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of Greater Seacoast Community Health this 22nd day of June, 2020.

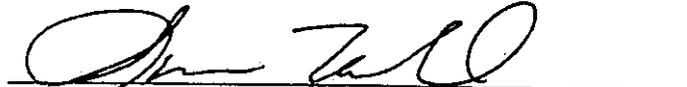


Barbara Henry, Board Chair

STATE OF NH

COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 22nd day of June, 2020
by Barbara Henry.



Notary Public/Justice of the Peace

SIMONE R. TALBOT, Notary Public
State of New Hampshire
My Commission Expires September 13, 2022

My Commission Expires: _____



GOODCOM-01

PCANTLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2020

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

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

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: PHONE (A/C, No, Ext): (603) 622-2855		FAX (A/C, No): (603) 622-2854
	E-MAIL ADDRESS: info@clarkinsurance.com		
INSURED Greater Seacoast Community Health, Inc. dba Goodwin Community Health, Families First, SOS Community Organization, Lilac City Pediatrics 311 Route 108 Somersworth, NH 03878	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Tri-State Insurance Company of Minnesota		31003
	INSURER B: Acadia		31325
	INSURER C: Technology Insurance Company		42376
	INSURER D: AIX Specialty Insurance Co		12833
	INSURER E: INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ADV5212020-16	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPPOP AGG \$ 2,000,000 \$
R	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5331599-12	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			CUA5214125-15	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3844860	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	FTCA GAP Prof Liab			LIV-A871986-05	1/1/2020	1/1/2021	Each Occurrence 1,000,000
D	FTCA GAP Prof Liab			LIV-A871986-05	1/1/2020	1/1/2021	Aggregate 3,000,000

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

RE: Family Services Contract

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
 Department of Health & Human Services
 129 Pleasant Street
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Monique Ruth

Greater Seacoast Community Health

Mission

“To deliver innovative, compassionate, integrated health services and support that are accessible to all in our community, regardless of ability to pay.”

Board Approved on 6-25-2018



GREATER SEACOAST COMMUNITY HEALTH



FINANCIAL STATEMENTS

December 31, 2018

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Greater Seacoast Community Health

We have audited the accompanying financial statements of Greater Seacoast Community Health (the Organization), which comprise the balance sheet as of December 31, 2018, and the related statements of operations, changes in net assets, 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 U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Seacoast Community Health as of December 31, 2018, and the results of its operations, changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Emphasis-of-Matter

As discussed in Note 1 to the financial statements under the sub-heading "Organization", Greater Seacoast Community Health was formed on January 1, 2018 as a result of the merger of Goodwin Community Health and Families First of the Greater Seacoast. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
May 20, 2019

GREATER SEACOAST COMMUNITY HEALTH

Balance Sheet

December 31, 2018

ASSETS

Current assets	
Cash and cash equivalents	\$ 3,896,813
Patient accounts receivable, less allowance for uncollectible accounts of \$422,413	1,560,698
Grants receivable	424,642
Inventory	143,250
Pledges receivable	263,557
Other current assets	<u>57,987</u>
Total current assets	6,346,947
Investments	1,112,982
Investment in limited liability company	38,201
Assets limited as to use	1,421,576
Property and equipment, net	<u>6,107,219</u>
Total assets	<u>\$15,026,925</u>

LIABILITIES AND NET ASSETS

Current liabilities	
Accounts payable and accrued expenses	\$ 172,852
Accrued payroll and related expenses	1,075,483
Patient deposits	173,105
Deferred revenue	<u>7,269</u>
Total current liabilities and total liabilities	<u>1,428,689</u>
Net assets	
Without donor restrictions	11,824,495
With donor restrictions	<u>1,773,741</u>
Total net assets	<u>13,598,236</u>
Total liabilities and net assets	<u>\$15,026,925</u>

The accompanying notes are an integral part of these financial statements.

GREATER SEACOAST COMMUNITY HEALTH

Statement of Operations

Year Ended December 31, 2018

Operating revenue and support	
Patient service revenue	\$11,353,111
Provision for bad debts	<u>(651,700)</u>
Net patient service revenue	10,701,411
Grants, contracts, and contributions	7,713,908
Other operating revenue	368,017
Net assets released from restriction for operations	<u>634,931</u>
Total operating revenue and support	<u>19,418,267</u>
Operating expenses	
Salaries and benefits	14,715,120
Other operating expenses	4,446,874
Depreciation	<u>349,661</u>
Total operating expenses	<u>19,511,655</u>
Operating deficit	<u>(93,388)</u>
Other revenue and (losses)	
Investment income	48,204
Loss on disposal of assets	(6,874)
Change in fair value of investments	<u>(95,246)</u>
Total other revenue and (losses)	<u>(53,916)</u>
Deficiency of revenue over expenses and decrease in net assets without donor restrictions	<u>\$ (147,304)</u>

The accompanying notes are an integral part of these financial statements.

GREATER SEACOAST COMMUNITY HEALTH

Statement of Changes in Net Assets

Year Ended December 31, 2018

Net assets without donor restrictions	
Deficiency of revenue over expenses and decrease in net assets without donor restrictions	\$ <u>(147,304)</u>
Net assets with donor restrictions	
Contributions, net of uncollectible pledges	44,649
Investment income	37,780
Change in fair value of investments	(147,099)
Net assets released from restriction for operations	<u>(634,931)</u>
Decrease in net assets with donor restrictions	<u>(699,591)</u>
Change in net assets	(846,895)
Net assets, beginning of year	<u>14,445,131</u>
Net assets, end of year	<u>\$13,598,236</u>

The accompanying notes are an integral part of these financial statements.

GREATER SEACOAST COMMUNITY HEALTH

Statement of Cash Flows

Year Ended December 31, 2018

Cash flows from operating activities	
Change in net assets	\$ (846,895)
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Provision for bad debts	651,700
Depreciation	349,661
Equity in earnings of limited liability company	2,395
Change in fair value of investments	242,345
Loss on disposal of assets	6,874
(Increase) decrease in	
Patient accounts receivable	(971,354)
Grants receivable	304,713
Inventory	101,604
Pledges receivable	300,635
Other current assets	(1,155)
Increase (decrease) in	
Accounts payable and accrued expenses	(138,262)
Accrued salaries and related amounts	33,819
Deferred revenue	(2,117)
Patient deposits	<u>6,790</u>
Net cash provided by operating activities	<u>40,753</u>
Cash flows from investing activities	
Capital acquisitions	(21,463)
Proceeds from sale of investments	198,458
Purchase of investments	<u>(294,519)</u>
Net cash used by investing activities	<u>(117,524)</u>
Net decrease in cash and cash equivalents	(76,771)
Cash and cash equivalents, beginning of year	<u>3,973,584</u>
Cash and cash equivalents, end of year	<u>\$ 3,896,813</u>

The accompanying notes are an integral part of these financial statements.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2018

1. Summary of Significant Accounting Policies

Organization

Greater Seacoast Community Health (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) that provides fully integrated medical, behavioral, oral health, recovery services and social support for underserved populations.

On January 1, 2018, Goodwin Community Health (GCH) and Families First of the Greater Seacoast (FFGS) merged to become Greater Seacoast Community Health. GCH and FFGS were not-for-profit corporations organized in New Hampshire. GCH and FFGS were both FQHCs providing similar services in adjoining and overlapping service areas and have worked collaboratively in the provision of healthcare services in the greater Seacoast area for many years. Given the compatibility of their missions, the adjacency of their service areas and their shared charitable missions of providing healthcare services to individuals living within the greater Seacoast service area, GCH and FFGS came to the conclusion that the legal and operational integration of their respective organizations into one legal entity would result in a more effective means of providing healthcare services in their combined service area.

The following summarizes amounts recognized by entity as of January 1, 2018:

	<u>GCH</u>	<u>FFGS</u>	<u>Total</u>
Assets			
Cash and cash equivalents	\$ 3,379,361	\$ 594,223	\$ 3,973,584
Patient accounts receivable	908,747	334,297	1,241,044
Grants receivable	571,752	157,603	729,355
Inventory	244,854	-	244,854
Pledges receivable	-	584,192	584,192
Other current assets	33,159	23,673	56,832
Investments	1,085,884	18,019	1,103,703
Investment in limited liability company	20,298	20,298	40,596
Assets limited as to use	-	1,577,139	1,577,139
Property and equipment, net	<u>5,883,017</u>	<u>559,274</u>	<u>6,442,291</u>
Total assets	<u>\$ 12,124,872</u>	<u>\$ 3,848,718</u>	<u>\$ 15,973,590</u>
Liabilities			
Accounts payable and accrued expenses	\$ 125,513	\$ 185,601	\$ 311,114
Accrued payroll and related expenses	626,521	415,123	1,041,644
Patient deposits	87,632	78,683	166,315
Deferred revenue	<u>7,386</u>	<u>2,000</u>	<u>9,386</u>
Total liabilities	<u>\$ 847,052</u>	<u>\$ 681,407</u>	<u>\$ 1,528,459</u>
Net assets			
Without donor restrictions	11,277,820	693,979	11,971,799
With donor restrictions	<u>-</u>	<u>2,473,332</u>	<u>2,473,332</u>
Total net assets	<u>\$ 11,277,820</u>	<u>\$ 3,167,311</u>	<u>\$ 14,445,131</u>

There were no significant adjustments made to conform the individual accounting policies of the merging entities or to eliminate intra-entity balances.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2018

Acquisition of Lilac City Pediatrics, P.A.

Effective July 1, 2018, the Organization entered into a business combination agreement with Lilac City Pediatrics, P.A. (LCP), a New Hampshire professional association providing quality pediatric healthcare services in the region served by the Organization. The agreement required the Organization to hire LCP employees, assume equipment and occupancy leases, and carry on the operations of LCP. The business combination provides the Organization's patients with additional and enhanced pediatric healthcare services, consistent with the Organization's mission. There was no consideration transferred as a result of the business combination and the assets acquired and liabilities assumed were not material.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958, *Not-For-Profit Entities*, as described below. Under FASB ASC Topic 958 and FASB ASC Topic 954, *Health Care Entities*, all not-for-profit healthcare organizations are required to provide a balance sheet, a statement of operations, a statement of changes in net assets, and a statement of cash flows. FASB ASC Topic 954 requires reporting amounts for an organization's total assets, liabilities, and net assets in a balance sheet, reporting the change in an organization's net assets in statements of operations and changes in net assets, and reporting the change in its cash and cash equivalents in a statement of cash flows.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of operations and changes in net assets.

Recently Issued Accounting Pronouncement

In August 2016, FASB issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*, which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions."

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2018

The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The ASU is effective for the Organization for the year ended December 31, 2018.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code (IRC). As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. In addition, patient balances receivable in excess of 90 days old are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts at December 31, 2018 follows:

Balance, beginning of year	\$ 270,416
Provision	651,700
Write-offs	<u>(499,703)</u>
Balance, end of year	<u>\$ 422,413</u>

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2018

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Inventory

Inventory consisting of pharmaceutical drugs is valued first-in, first-out method and is measured at the lower of cost or retail.

Investments

The Organization reports investments at fair value. Investments include donor endowment funds and assets held for long-term purposes. Accordingly, investments have been classified as non-current assets in the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

The Organization has elected the fair value option for valuing its investments, which consolidates all investment performance activity within the other revenue and gains section of the statement of operations. The election was made because the Organization believes reporting the activity in a single performance indicator provides a clearer measure of the investment performance. Accordingly, investment income and the change in fair value are included in the deficiency of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheet.

Investment in Limited Liability Company

The Organization is one of seven members of Primary Health Care Partners, LLC (PHCP). The Organization's investment in PHCP is reported using the equity method and the investment amounted to \$38,201 at December 31, 2018.

Assets Limited As To Use

Assets limited as to use include investments held for others and donor-restricted contributions to be held in perpetuity and earnings thereon, subject to the Organization's spending policy as further discussed in Note 6.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2018

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as net assets without donor restrictions and excluded from the deficiency of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Deposits

Patient deposits consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization operates a pharmacy and also contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contracted pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses. Expenses related to the operation of the Organization's pharmacy are categorized in the applicable operating expense classifications.

Donated Goods and Services

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to \$41,119 for the year ended December 31, 2018.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2018

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received and the conditions are met. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of operations as "net assets released from restriction." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. All pledges receivable are due within one year. Given the short-term nature of the Organization's pledges, they are not discounted and a reserve for uncollectible pledges has been established in the amount of \$2,000 at December 31, 2018. Conditional promises to give are not included as revenue until the conditions are substantially met.

Deficiency of Revenue Over Expenses

The statement of operations reflects the deficiency of revenue over expenses. Changes in net assets without donor restrictions which are excluded from the deficiency of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through May 20, 2019, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities and general administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2018

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

The Organization had working capital of \$4,818,258 at December 31, 2018. The Organization had average days (based on normal expenditures) cash and cash equivalents on hand of 74 at December 31, 2018.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, were as follows as of December 31, 2018:

Cash and cash equivalents	\$ 3,896,813
Investments	1,112,982
Patient accounts receivable, net	1,560,698
Grants receivable	424,842
Pledges receivable	<u>263,557</u>
Financial assets available for current use	<u>\$ 7,258,692</u>

The Organization has certain long-term investments to use which are available for general expenditure within one year in the normal course of operations. Accordingly, these assets have been included in the information above. The Organization has other long-term investments and assets for restricted use, which are more fully described in Note 3, that are not available for general expenditure within the next year and are not reflected in the amount above.

3. Investments and Assets Limited as to Use

Investments, stated at fair value, consisted of the following:

Long-term investments	\$ 1,112,982
Assets limited as to use	<u>1,421,576</u>
Total Investments	<u>\$ 2,534,558</u>

Assets limited as to use are restricted for the following purposes:

Assets held in trust under Section 457(b) deferred compensation plans	\$ 26,763
Assets with donor restrictions	<u>1,394,813</u>
Total	<u>\$ 1,421,576</u>

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2018

Fair Value of Financial Instruments

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 13,810	\$ -	\$ -	\$ 13,810
Municipal bonds	-	288,679	-	288,679
Exchange traded funds	411,147	-	-	411,147
Mutual funds	<u>1,820,922</u>	-	-	<u>1,820,922</u>
Total Investments	<u>\$ 2,245,879</u>	<u>\$ 288,679</u>	<u>\$ -</u>	<u>\$ 2,534,558</u>

Municipal bonds are valued based on quoted market prices of similar assets.

4. Property and Equipment

Property and equipment consisted of the following at December 31, 2018:

Land	\$ 718,427
Building and improvements	5,857,428
Leasehold improvements	311,581
Furniture, fixtures, and equipment	<u>2,667,663</u>
Total cost	9,555,079
Less accumulated depreciation	<u>3,447,860</u>
Property and equipment, net	<u>\$ 6,107,219</u>

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2018

The Organization's facility was built and renovated with federal grant funding under the ARRA - Capital Improvement Program and ACA - Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM) and the Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

6. Net Assets with Donor Restrictions

Net assets with donor restrictions are available for the following purposes:

Specific purpose	
Program services	\$ 115,371
Passage of time	
Pledges receivable	263,657
Investments to be held in perpetuity, for which the income is without donor restrictions	<u>1,394,813</u>
Total	<u>\$ 1,773,741</u>

Net assets released from net assets with donor restrictions were as follows:

Satisfaction of purpose - program services	\$ 270,630
Passage of time - pledges receivable	291,384
Passage of time - endowment earnings	<u>73,017</u>
Total	<u>\$ 634,931</u>

6. Endowments

Interpretation of Relevant Law

The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2018

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as net assets with donor restrictions until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration (underwater). In the event the endowment becomes underwater, it is the Organization's policy to not appropriate expenditures from the endowment assets until the endowment is no longer underwater. There were no such deficiencies as of December 31, 2018.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2018

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The Organization's endowment consists of assets with donor restrictions only and had the following related activities for the year ended December 31, 2018.

Endowments, beginning of year	\$ 1,577,139
Investment income	37,790
Change in fair value of investments	(147,099)
Spending policy appropriations	<u>(73,017)</u>
Endowments, end of year	<u>\$ 1,394,813</u>

7. Patient Service Revenue

Patient service revenue follows:

Medicare	\$ 1,173,771
Medicaid	4,107,002
Third-party payers and self pay	<u>4,753,946</u>
Total patient service revenue	10,034,719
Contracted pharmacy revenue	<u>1,318,392</u>
Total	<u>\$11,353,111</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2018

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Medicare cost reports for GCH and FFGS have been audited by the Medicare administrative contractor through June 30, 2018 and June 30, 2017, respectively.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify for charity care, they are not reported as net patient service revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for the sliding fee discount. The estimated cost of providing services to patients under the Organization this policy amounted to \$1,756,052 for the year ended December 31, 2018.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

8. Retirement Plans

The Organization has a defined contribution plan under IRC Section 401(k) that covers substantially all employees. For the year ended December 31, 2018, the Organization contributed \$194,214 to the plan.

The Organization has established a unqualified deferred compensation plan under IRC Section 457(b) for certain key employees of the Organization. The Organization did not contribute to the plan during the year ended December 31, 2018. The balance of the deferred compensation plan amounted to \$26,763 at December 31, 2018.

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2018

9. Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). The value of food vouchers distributed by the Organization was \$1,136,875 for the year ended December 31, 2018. These amounts are not included in the accompanying financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

10. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The Organization has not experienced losses in such accounts and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At December 31, 2018, Medicaid represented 37% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the year ended December 31, 2018, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 63% of grants, contracts, and contributions.

11. Functional Expense

The Organization provides various services to residents within its geographic location. Given the Organization is a service organization, expenses are allocated between healthcare services and administrative support based on the percentage of direct care wages to total wages, with the exception of program supplies which are 100% healthcare in nature. Expenses related to providing these services are as follows for the year ended December 31, 2018.

	<u>Healthcare Services</u>	<u>Administrative and Support Services</u>	<u>Fundraising Services</u>	<u>Total</u>
SALARIES AND BENEFITS	\$ 12,688,419	\$ 1,458,660	\$ 568,041	\$ 14,715,120
Other operating expenses				
Contract services	925,980	144,869	15,112	1,085,961
Program supplies	1,217,994	-	-	1,217,994
Software maintenance	460,634	52,938	20,620	534,192
Occupancy	502,635	57,765	22,500	582,900
Other	862,256	88,360	75,211	1,025,827
Depreciation	<u>301,513</u>	<u>34,651</u>	<u>13,497</u>	<u>349,661</u>
Total	<u>\$ 16,959,431</u>	<u>\$ 1,837,243</u>	<u>\$ 714,981</u>	<u>\$ 19,511,655</u>

GREATER SEACOAST COMMUNITY HEALTH

Notes to Financial Statements

December 31, 2018

12. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended December 31, 2018, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are as follows:

2019	\$ 289,273
2020	76,992
2021	<u>33,990</u>
Total	\$ <u>400,255</u>

Rental expense amounted to \$258,695 for the year ended December 31, 2018.

GREATER SEACOAST COMMUNITY HEALTH

Goodwin Families Lilac City
 Community Health First Pediatrics

**Board of Directors
 Calendar Year 2019**

Name/Address	Phone/Email	Occupation
Chair Barbara Henry [Redacted] [Redacted]	[Redacted] [Redacted]	Retired Newspaper Publisher
Vice Chair Valerie Goodwin [Redacted] [Redacted]	[Redacted] [Redacted]	Retired Business Consumer
Board Treasurer Dennis Veilleux [Redacted] [Redacted]	[Redacted] [Redacted]	Accounting Manager
Board Secretary Jennifer Glidden [Redacted] [Redacted]	[Redacted] [Redacted]	DHHS Admin. Supervisor Consumer
Karin Bamdollar [Redacted] [Redacted]	[Redacted] [Redacted]	Export Manager Consumer
Don Chick [Redacted] [Redacted]	[Redacted] [Redacted]	Photographer Consumer
Jo Jordon [Redacted] [Redacted]	[Redacted] [Redacted]	Emergency Management
Abigail Sykas Karoutas [Redacted] [Redacted]	[Redacted] [Redacted]	Attorney Consumer
Allison Neal [Redacted] [Redacted]	[Redacted] [Redacted]	Education Consultant Consumer
Yulia Rothenberg [Redacted] [Redacted]	[Redacted] [Redacted]	Education Consultant Consumer
Kathy Scheu [Redacted] [Redacted]	[Redacted] [Redacted]	Medical/Laboratory Product Sales
Dan Schwarz [Redacted] [Redacted]	[Redacted] [Redacted]	Attorney Consumer
Jeffrey Segil, MD [Redacted] [Redacted]	[Redacted] [Redacted]	Physician-OB/GYN

Name/Address	Phone/Email	Occupation
James Sepanski [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Financial Executive
David B. Staples, DDS [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	Dentist Consumer
[REDACTED]	[REDACTED] [REDACTED]	

JANET M. LAATSCH

Objective: To utilize my leadership skills to create a dynamic, sustainable non-profit organization.

WORK EXPERIENCE:

Goodwin Community Health (GCH)

Somersworth, NH

Chief Executive Officer

2001-Present

2005-Present

Accomplishments:

- Successfully retained all Directors and Physicians
- Built relationships with donors, foundations, local and state representatives and other non-profit and for-profit organizations
- Retention of an active Board of Directors
- Improvement of patient outcomes
- Successfully implemented mental health integration program
- Successfully acquired a for-profit mental health organization
- Developed a new partnership with Noble High School
- Developed a new partnership with Southeastern NH Services
- Obtained new grant funding of over \$7.0 million
- Expansion of donor base
- Development of a corporate compliance program
- Merged the public health and safety council under AGCHC

Responsibilities:

- Oversight of operations, finance, personnel and fund development
- Grant writing and donor development
- New business development
- Compliance with all federal and state regulations
- Build relationships and partnerships locally and statewide
- Strategic planning
- Report directly to the Board of Directors

Finance Director

2002-2005

Accomplishments:

- Brought in over \$3.0 million in grant funds for the organization
- Obtained Federally Qualified Health Center status in 2004
- Designed and implemented a successful new dental program
- Achieved a financial surplus annually

Responsibilities:

- Responsible for all financial transactions, billing, collections, patient accounts
- Strategic planning as it relates to capital funding
- Budget development, cost/benefit analysis of existing programs and potential new programs
- Development and implementation of an annual development plan
- Research, write, submit and provide follow-up reports for grant funds

- Oversee human resource functions of the organization

Grant Writer/Par Diem Nurse 2001-2002

Grant Writing Services,
N. Hampton, NH
Sole Proprietor 1999-2001

Accomplishments:

- Successfully researched and submitted grants for health and educational organizations totaling over \$150k

Responsibilities:

- Research private, industry, state and federal funds for non-profit organizations

North Shore Medical Center (Partners Health Care) 1991-1999
Salem, MA

Acting Chief Operations Officer for the
North Shore Community Health Center 1997-1999

Accomplishments:

- Successfully submitted their competitive Federal grant and other state grants
- Recruited a medical director and re-negotiated existing provider contracts to include productivity standards
- Re-designed operations to improve productivity
- Incorporated the hospital's medical residency program into the Health Center
- Achieved a financial surplus for the first time in five years
- Developed a quality improvement program and framework

Responsibilities:

- Placed at the Health Center by the North Shore Medical Center to revamp operations and improve the cash flow for the organization
- Reported directly to the Board of Directors

EDUCATION:

University of New Hampshire:	M.B.A.	
Durham, N.H.	Concentration in Finance	1991
Northern Michigan University:	B.S.N.	
Marquette, MI	Minor in Biology	1981

LICENSES/CERTIFICATES:

Real Estate Broker
N.H. Nursing License

PROFESSIONAL:

Member of the National Association of Community Health Centers
Previous Board member of the United Way of the Greater Seacoast
Treasurer for the Health and Safety Council of Strafford County
Board member of the Community Health Network Access (CHAN)
Board member of the Rochester Rotary, slotted for President in 2011

Erin E. Ross

Objective

Obtain a position in Health Care, which will continue to build knowledge and skills from both education and experiences gained.

Qualifications

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills with a strong background using all applications within Microsoft Office programs.

Education

September 1998 – May 2002

Bachelor of Science in Health Management & Policy
University of New Hampshire
Durham, New Hampshire 03824

Related Experience

August 2006 – Present

Service Expansion Director
Avis Goodwin Community Health Center

- Responsible for the overall function of the Winter St location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Assist with the integration of private OB/GYN practice into Avis Goodwin Community Health Center.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

May 2005 – August 2006

Site Manager, Dover Location
Avis Goodwin Community Health Center

- Responsible for the overall function of the Dover location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

January 2005 – November 2005

Front Office Manager
Avis Goodwin Community Health Center

- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – Present

Dental Coordinator
Avis Goodwin Community Health Center

- Supervise, hire and evaluate dental staff, including Dental Assistant and Hygienists.
- Acted as general contractor during construction and renovation of existing facility for 4 dental exam rooms.
- Responsible for the operations of the dental center, development of educational programs for providers and staff and supervision of the school-based dental program.
- Developed policy and procedure manual, including OSHA and Infection Control protocols.
- Organize patient outcome data collection and quality improvement measures to monitor dental program and assure sustainability.
- Maintain all dental equipment and order all dental supplies.
- Coordinate grant fund requirements to multiple agencies on a quarterly basis.

- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004

Administrative Assistant to Medical Director
Avis Goodwin Community Health Center

- Assist with Quality Improvement program by attending all meetings, generating monthly minutes documenting all aspects of the agenda and reporting quarterly data followed by the agency.
- Generate a monthly report reflecting provider productivity including number patients seen by each provider and no show and cancellation rates of appointments.
- Served as a liaison between patients and Chief Financial Officer to effectively handle all patient concerns and compliments.
- Established and re-created various forms and worksheets used by many departments.

December 2002 – May 2004

Billing Associate
Avis Goodwin Community Health Center

- Organize and respond to correspondence, rejections and payments from multiple insurance companies.
- Created an Insurance Manual for Front Office Staff and Intake Specialists as an aide to educate patients on their insurance.
- Responsible for credentialing and Re-credentialing of providers, including physicians, nurse practitioners and physician assistants, within the agency and to multiple insurance companies.
- Apply knowledge of computer skills, including Microsoft Office, Logician, PCN and Centricity.
- Designed a statement to generate from an existing Microsoft Access database for patients on payment plans to receive monthly statements.
- Assist Front Office Staff during times of planned and unexpected staffing shortages.

June 2002 - December 2002

Billing Associate
Automated Medical Systems
Salem, New Hampshire 03079

- Communicate insurance benefits and explain payments and rejections to patients about their accounts.
- Responsible for organizing and responding to correspondence received for multiple doctor offices.
- Determine effective ways for rejected insurance claims to get paid through communicating with insurance companies and patients.
- Apply knowledge of computer skills, including Microsoft Office, Accuterm and Docstar.

Work Experience

October 1998 – May 2002

Building Manager
Memorial Union Building – UNH
Durham, New Hampshire 03824

- Recognized as a Supervisor, May 2001-May 2002.
- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

References

Available upon request

Georgina T. Clark

Education: Bachelor of Arts in Sociology, Regis College, Weston, MA

Work History:

- 5/00-Present** **Project Director, Parent Information Center, Concord, NH**
Oversee NH State Improvement Grant focusing on building family/school partnerships
Provide technical assistance to parents and professionals on disability awareness and special education law
- 4/99-7/99** **Scorer, National Computer Systems, Inc., Tucson, AZ**
Scored educational assessments
- 2/98-11/98** **Resource Specialist, Parent Information Center, Concord, NH**
Facilitated six week parenting series
Developed and presented workshops on parenting topics
Provided community resources and referrals to parents
- 1/94-11/98** **Family Service Worker/Juvenile Services Assistant, Area HomeCare and Family Services, Inc., Portsmouth, NH**
Developed and monitored family service plans
Educated parents on health, nutrition and discipline issues
Prepared and presented written and oral court reports
Recommended, coordinated and implemented support services for families
Represented court-involved juveniles at school and mental health assessments
- 4/93-9/94** **Sales Clerk, Country Tweed, Portsmouth, NH**
- 1/91-2/93** **Office Supervisor, Atlantic Cardiology Associates, Exeter, NH**
Developed filing, billing, and scheduling systems
Trained staff in office systems
Supervised medical records
- 3/87-1/91** **Paralegal, Mulvey, Noucas & Cornell, P. A., Portsmouth, NH**
Investigated insurance claims
Researched medical and product liability
Prepared witness statements, status reports and research memoranda

Accomplishments:

Workshop Presenter, Seacoast "Art of Parenting" Conference
Certified Mediator, Rockingham County Family Mediation Program
Certified Volunteer, "A Safe Place" - shelter for battered women
Parent Representative, Clipper Health Center Board of Directors

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Janet Laatsch	Chief Executive Officer	\$216,778	0%	\$0
Erin Ross	Chief Financial Officer	\$149,177	0%	\$0
Georgina Clark	Family Services Director	\$69,669	0%	\$0

Subject: Comprehensive Family Support Services RFP-2021-DEHS-02-COMPR-08

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name TLC Family Resource Center</p>		<p>1.4 Contractor Address P.O. Box 1098 109 Pleasant Street Claremont NH 03743</p>	
<p>1.5 Contractor Phone Number (603) 542-1848</p>	<p>1.6 Account Number 05-095-421010-29680000-102-500734; 05-095-042-421010-29730000-102-500734; 05-095-042-421010-20660000-102-500734; 05-095-045-450010-61270000-102-500731; 05-095-045-450010-61460000-502-500891; 05-095-090-902010-51900000-102-500731; 05-095-042-421010-29580000-645-504004</p>	<p>1.7 Completion Date June 30, 2024</p>	<p>1.8 Price Limitation \$1,247,696</p>
<p>1.9 Contracting Officer for State Agency Nathan D. White, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature <i>Margaret Monroe-Cassal</i> Date: 6/25/20</p>		<p>1.12 Name and Title of Contractor Signatory Margaret Monroe-Cassal Executive Director</p>	
<p>1.13 State Agency Signature <i>[Signature]</i> Date: 6/29/20</p>		<p>1.14 Name and Title of State Agency Signatory Christine Tappan, ^{Act} Associate Commissioner</p>	
<p>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</p>			

Contractor Initials MMC
Date 6/25/20

By:	Director, On:
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>	
By: <i>/s/Christen Lavers</i>	On: 6/29/20
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>	
G&C Item number:	G&C Meeting Date:

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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, formulac, 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.

10.2 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.

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

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, employecs, 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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020. ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts; is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



EXHIBIT B

Scope of Services

1. Statement of Work

1.1. General Services

- 1.1.1. The Contractor shall provide services to pregnant and parenting women and other families with children up to twenty-one (21) years of age who are:
 - 1.1.1.1. At risk for experiencing difficulty with:
 - 1.1.1.1.1. Pregnancy.
 - 1.1.1.1.2. Health and nutrition.
 - 1.1.1.1.3. Education and employment.
 - 1.1.1.1.4. Parenting challenges.
 - 1.1.1.1.5. Social isolation.
 - 1.1.1.1.6. Substance use disorders.
 - 1.1.1.1.7. Mental health events.
 - 1.1.1.1.8. Child abuse and neglect.
 - 1.1.1.1.9. Substance exposed infants.
 - 1.1.1.2. At risk for child abuse and neglect; and
 - 1.1.1.3. Perinatal families of substance exposed infants.
 - 1.1.1.4. Seeking Comprehensive Family Support Services (CFSS) in a voluntary manner.
- 1.1.2. The Contractor shall provide services at 109 Pleasant Street, Claremont, NH and other locations, as mutually agreed upon between the Contractor and the client, within the Department of Health and Human Services Claremont District Office Catchment Area.
- 1.1.3. The Contractor shall provide voluntary Comprehensive Family Support Services.
- 1.1.4. For the purposes of this agreement, all references to days shall mean business days.
- 1.1.5. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 5:00 PM, excluding state and federal holidays.

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



EXHIBIT B

- 1.1.6. The Contractor shall maintain their FRC-Q designation throughout the contract period.
- 1.1.7. The Contractor shall collaborate with the Department and its Facilitating Organization to ensure a statewide system of CFSS.
- 1.1.8. The Contractor shall attend quarterly meetings for Comprehensive Family Support Services (CFSS), as scheduled by the Department.
- 1.1.9. The Contractor shall provide CFSS utilizing the Strengthening Families Framework and addressing Protective Factors, which may be provided through a variety of methods, as determined to be convenient for clients and families, which include, but are not limited to:
 - 1.1.9.1. Home visiting services.
 - 1.1.9.2. Workshops.
 - 1.1.9.3. Support groups.
 - 1.1.9.4. Utilizing the Strengthening Families Framework.
 - 1.1.9.5. Addressing protective factors.
- 1.1.10. The Contractor shall provide services designed to prevent child maltreatment, neglect and Juvenile Justice Involvement by ensuring:
 - 1.1.10.1. Services are trauma informed.
 - 1.1.10.2. Parenting education and family support is available through a variety of evidence-based curriculums; and
 - 1.1.10.3. Age appropriate education is available utilizing Bright Futures-Guidelines for Health Supervision of Infants, Children and Adolescents.
- 1.1.11. The Contractor shall provide and connect families to services that, include but are not limited to:
 - 1.1.11.1. Healthcare, including dental.
 - 1.1.11.2. Child care programs.
 - 1.1.11.3. Women, Infants and Children Nutrition Program (WIC)
 - 1.1.11.4. Domestic violence services.
 - 1.1.11.5. Local and State human service agencies.
 - 1.1.11.6. Employment.
 - 1.1.11.7. Transportation.
 - 1.1.11.8. Substance Use Disorder services.



EXHIBIT B

- 1.1.11.9. Sexual health curriculum for teens.
- 1.1.11.10. LGBTQIA support program for teens and their allies and families.
- 1.1.12. The Contractor shall provide CFSS that support parents who may be experiencing social, emotional, physical and mental health events that interfere with their ability to parent their children.
- 1.1.13. The Contractor shall provide CFSS in a flexible and integrated approach that provides support services to families on a continuum of three stages:
 - 1.1.13.1. Prevention;
 - 1.1.13.2. Early intervention; and
 - 1.1.13.3. Crisis.
- 1.1.14. The Contractor shall facilitate identification and evaluation of programs and services available to families experiencing conditions that may include, but are not limited to:
 - 1.1.14.1. A previous or current founded, or unfounded, child protective services report.
 - 1.1.14.2. Having a child who has a low birth weight and neuro developmental delays.
 - 1.1.14.3. A history of, or current, parental or caregiver substance abuse.
 - 1.1.14.4. A history of, or current, mental health concerns relative to the parent, caregiver, or child(ren).
 - 1.1.14.5. Having income at or below 300% of the Federal Poverty Level.
 - 1.1.14.6. Family history of domestic violence.
 - 1.1.14.7. Child's insecure attachment in early years.
 - 1.1.14.8. Pregnancy; birth of a child within the past twelve (12) months; birth of an additional child within the next six (6) months; birth or expected birth of a child with special healthcare needs.
 - 1.1.14.9. Pregnant individuals with prenatal substance use concerns and families with substance exposed infants.
 - 1.1.14.10. Having more than one (1) child under the age of three (3) years.



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- 1.1.14.11. Physical or social isolation or any other factors that contribute to unhealthy social and emotional outcomes.
- 1.1.14.12. Home conditions presenting a health and/or safety risk to family members.
- 1.1.14.13. Child or family with chronic health, behavioral or developmental issues with impacts parenting.
- 1.1.14.14. Ages and Stages Questionnaire (ASQ) and Ages and Stages Questionnaire Social Emotional (ASQ-SE) results that indicate developmental delays.
- 1.1.14.15. Families impacted by traumatic events.
- 1.1.14.16. Receiving Temporary Assistance to Needy Families (TANF) cash assistance or any of the Medicaid options.
- 1.1.15. The Contractor shall ensure services are multigenerational; trauma-informed; culturally responsive; strengths-based; and focused on empowering families. The Contractor shall ensure service activities include, but are not limited to:
 - 1.1.15.1. Evidence-based practices, where available.
 - 1.1.15.2. Education and direct services that support parent and child wellbeing.
 - 1.1.15.3. Case management.
 - 1.1.15.4. Access to a broad array of resources and referrals that respond to a family's needs.
- 1.1.16. The Contractor shall utilize marketing strategies to increase presence of CFSS in the community, including but not limited to:
 - 1.1.16.1. Connecting with local hospitals, community health centers, obstetrics and pediatric departments and other family resource centers.
 - 1.1.16.2. Collaborating with the Rocking Chair Project to provide new mothers with a donated glider and ottoman chair to have a comfortable place to bond with their infants.
 - 1.1.16.3. Attending local community partnership meetings, public health council meetings and Integrated Delivery Network meetings.
 - 1.1.16.4. Collaborating with community partners, including those in nearby bordering Vermont, for outreach, referrals and awareness.



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- 1.1.16.5. Producing and distributing Family Resource Center-branded brochures.
 - 1.1.16.6. Disseminating information at community events.
 - 1.1.16.7. Speaking engagements.
 - 1.1.17. The Contractor shall ensure services are available during times that are convenient for families, including during hours that accommodate families who may have non-traditional schedules or hours.
- 1.2. Assessments and Referrals**
- 1.2.1. The Contractor shall accept referrals from hospitals and medical centers when clients have a Plan of Safe Care, or assist pregnant and postpartum women with developing a Plan of Safe Care in collaboration with medical providers.
 - 1.2.2. The Contractor shall complete a Family Assessment utilizing the Protective Factors Survey, 2nd Edition (PFS-2) for each family referred for services in order to:
 - 1.2.2.1. Identify risk factors;
 - 1.2.2.2. Determine appropriate CFSS; and
 - 1.2.2.3. Provide appropriate CFSS.
 - 1.2.3. The Contractor shall ensure that each family is provided with an Individual Service Plan (ISP) that addresses and targets barriers to receiving education and support services, which may include but are not limited to:
 - 1.2.3.1. Parent education and support, including, but not limited to Growing Great Kids (GGK).
 - 1.2.3.2. Family mentoring and advocacy.
 - 1.2.3.3. Medical and health education.
 - 1.2.3.4. Early childhood education.
 - 1.2.3.5. Literacy education and support.
 - 1.2.3.6. Life skills training.
 - 1.2.3.7. Accessing community resources.
 - 1.2.4. The Contractor shall provide referrals to appropriate community-based services and other resources that support families in their home communities, which may include, but are not limited to:
 - 1.2.4.1. Child Care Aware of New Hampshire.



EXHIBIT B

- 1.2.4.2. The Department of Health and Human Services District Offices for assistance with program eligibility determination.
 - 1.2.4.3. Special Medicaid Services, including Family Centered Early Supports and Services (FCESS).
 - 1.2.4.4. Family violence prevention agencies.
 - 1.2.4.5. Mental health services.
 - 1.2.4.6. Nutrition education and healthy foods.
 - 1.2.4.7. Women, Infants and Children (WIC) Nutrition programs.
 - 1.2.4.8. Adult education.
 - 1.2.4.9. Literacy education.
 - 1.2.4.10. Employment services.
 - 1.2.4.11. Medicaid enrollment.
- 1.2.5. The Contractor shall ensure that families with children up to six (6) years of age are screened and participate in the Watch Me Grow Program. The Contractor shall:
- 1.2.5.1. Distribute the "Learn the Signs, Act Early" materials;
 - 1.2.5.2. Report the number of families who received developmental screening education materials;
 - 1.2.5.3. Provide developmental and social emotional screenings for children ages one (1) month through five (5) years; and
 - 1.2.5.4. Report the number of families that received an ASQ-3 and ASQ-SE- screener.

1.3. Home Visiting Services

- 1.3.1. The Contractor shall provide home visiting services that are respectful of families' cultures and values while building on their strengths, being responsive to their needs, and ensuring voluntary participation of the families served.
- 1.3.2. The Contractor shall provide home visiting services that include, but are not limited to:
 - 1.3.2.1. Working with program participants to develop comprehensive goals that improve the economic self-sufficiency of families by assisting parents to develop vision for the future that includes, but is not limited to:



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- 1.3.2.1.1. Planning future pregnancies.
- 1.3.2.1.2. Continuing education.
- 1.3.2.1.3. Finding and maintaining employment.
- 1.3.2.1.4. Increasing Protective Factors of the family.
- 1.3.2.1.5. Obtaining secure housing.
- 1.3.2.1.6. Accessing community services.
- 1.3.2.1.7. Accessing parental education on topics that include, but are not limited to:
 - 1.3.2.1.7.1. Child development.
 - 1.3.2.1.7.2. Child behavior.
 - 1.3.2.1.7.3. Child health.
 - 1.3.2.1.7.4. Coping and problem solving skills.
 - 1.3.2.1.7.5. Safety.
 - 1.3.2.1.7.6. Parenting skills.
- 1.3.3. The Contractor's home visitors shall conduct activities that include, but are not limited to:
 - 1.3.3.1. Providing standardized smoking cessation education and referrals, as appropriate, in order to increase the number of women who quit smoking.
 - 1.3.3.2. Providing standardized smoking cessation education and referrals as needed.
 - 1.3.3.3. Providing information to pregnant women relative to the importance of receiving consistent prenatal health care that results in healthy pregnancies and birth outcomes.
 - 1.3.3.4. Providing information that promotes parent-child attachments that mitigate child maltreatment.
 - 1.3.3.5. Providing education regarding the importance of primary care services for the family, including access to reproductive health care, timely immunizations, increased child safety, and the establishment of a medical home. The Contractor shall work to ensure:



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- 1.3.3.5.1. All women have access to formal, validated screening for prenatal and postpartum depression.
- 1.3.3.5.2. All women who screen positive for maternal depression are referred to follow-up treatment, as appropriate.
- 1.3.3.5.3. All participants are enrolled in primary care physician services.
- 1.3.3.5.4. Improvement in family health and functioning.
- 1.3.4. The Contractor shall provide home visiting services, utilizing evidence based approaches and training programs that include, but are not limited to:
 - 1.3.4.1. Growing Great Kids curriculum for parents of children up to five (5) years of age.
 - 1.3.4.2. Circle of Security curriculum.
- 1.3.5. The Contractor shall provide home visiting services and classes at a variety of times, which include early evenings, weekends, mornings and afternoons.
- 1.3.6. The Contractor shall provide home visiting services to families in their homes, in the TLC Family Resource Center office, or in a community setting, depending upon the desires of the family.
- 1.4. Workshops, Support Groups and Community Outreach**
 - 1.4.1. The Contractor shall ensure families have access to meetings by training the families how to utilize web-based meeting methods that include, but are not limited to:
 - 1.4.1.1. Zoom.
 - 1.4.1.2. DUO.
 - 1.4.2. The Contractor shall ensure that the privacy of individuals served is maintained in any instance in which web-based meeting methods are utilized.
 - 1.4.3. The Contractor shall provide the following to families who do not have access to their own:
 - 1.4.3.1. Cell phones.
 - 1.4.3.2. Phone cards.



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- 1.4.4. The Contractor shall evaluate the progress of both parents and caregivers, as well as the performance of the programs and services provided.
- 1.4.5. The Contractor shall seek and maintain collaboration with the following partners, which include, but are not limited to:
 - 1.4.5.1. Fellow non-profit partners;
 - 1.4.5.2. Business community;
 - 1.4.5.3. Pathways;
 - 1.4.5.4. Child Care Aware;
 - 1.4.5.5. SUD treatment providers and;
 - 1.4.5.6. Schools, including Head Start.
- 1.4.6. The Contractor shall meet regularly with community partners to stay connected and ensure that agencies are fully aware of and current regarding services offered.

1.5. Staffing

- 1.5.1. The Contractor shall require all staff, subcontractors, and volunteers who have contact with children complete a criminal background check and central registry check.
- 1.5.2. The Contract shall ensure staff who shall drive as part of their job duties maintain a valid driver's license.
- 1.5.3. The Contractor shall ensure staff are trained in:
 - 1.5.3.1. The principles of family support;
 - 1.5.3.2. Maternal and child health;
 - 1.5.3.3. The child welfare system with concentrations in service array;
 - 1.5.3.4. Working in multidisciplinary teams.
- 1.5.4. The Contractor shall demonstrate on-going staff enrichment and development in areas that include, but are not limited to:
 - 1.5.4.1. Skills needed to address the ethnic and cultural needs, resources, and assets of the community;
 - 1.5.4.2. Exercising empathy, with an understanding of family stressors, for parents and families receiving services; and
 - 1.5.4.3. Effective home visiting and reporting practices.



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- 1.5.5. The Contractor shall provide the following evidence-based trainings to staff, which include, but are not limited to:
 - 1.5.5.1. Circle of Security (CoS) Parenting Training;
 - 1.5.5.2. Child Parent Psychotherapy (CPP);
 - 1.5.5.3. Healthy Families America (HFA);
 - 1.5.5.4. Peer Recovery Coaching; and
 - 1.5.5.5. Motivational Interviewing.
- 1.5.6. The Contractor shall provide the evidence-informed trainings to staff, which include, but are not limited to:
 - 1.5.6.1. Growing Great Kids (GGK);
 - 1.5.6.2. Parenting in Recovery; and
 - 1.5.6.3. Miss Kendra.
- 1.5.7. The Contractor shall ensure staff includes, at a minimum, a Program Director who works the minimum of a .5 Full Time Employee (FTE) and an appropriate number of Paraprofessional Home Visitors, necessary to implement the program.
- 1.5.8. The Contractor shall ensure the Program Director has experience and education that include, but are not limited to:
 - 1.5.8.1. A Master's degree in social work, counseling, nursing, public health or a related field, and
 - 1.5.8.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.5.8.3. A Bachelor's degree in social work, counseling, nursing, public health or related field; and
 - 1.5.8.4. Five (5) years of experience working with families and children in a social service, home health or other early childhood program setting, some of which shall have been in a supervisory capacity.
 - 1.5.8.5. The Contractor shall ensure Paraprofessional Home Visitors have, experience and education that include, but are not limited to:
 - 1.5.8.6. A Bachelor's degree in social work, counseling, nursing, human services, early childhood education or a related field; and



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- 1.5.8.7. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting.
- 1.5.9. The Contractor shall ensure a minimum of one (1) Home Visitor and the Home Visitor Supervisor are trained in either Growing Great Kids or Parents as Teachers curriculum and follow the Growing Great Kids requirements within six (6) months of the contract effective date.
- 1.5.10. The Contractor shall designate a staff person as the liaison for all programmatic correspondence between the Department and the Contractor, ensuring timely communication on topics that include, but are not limited to:
- 1.5.10.1. Clinical updates.
 - 1.5.10.2. Program announcements.
 - 1.5.10.3. Changes, errors, and requests.
- 1.5.11. The Contractor shall ensure all staff receive training on appropriate and effective referral methods, including but not limited to:
- 1.5.11.1. After school programs.
 - 1.5.11.2. Collaboration with SAU, teachers and guidance departments.
- 1.5.12. The Contractor shall ensure staff consists of individuals having diverse ages, genders, religions, ethnicities and cultural backgrounds in order to form positive and relatable relationships with families.
- 1.5.13. The Contractor shall ensure all staff are fully trained in the Standards of Quality training and recertification prior to and while providing services to families.
- 1.6. **Relevant Laws, Policies and Guidelines**
- 1.6.1. The Contractor shall be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
 - 1.6.2. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 3, 2008.
 - 1.6.3. The Contractor shall participate and coordinate public health activities as requested by the Division of Public Health Services



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- during any disease outbreak and/or emergency, natural or man-made, affecting the public's health.
- 1.6.4. The Contractor shall promote immunizations, in accordance with NH RSA 141-C and the Immunization Rules promulgated thereunder.
 - 1.6.5. The Contractor's program services shall meet the requirements of Sec. 401 (a)(3) of the 42USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF, which indicates one of the purposes 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.
 - 1.6.6. The Contractor shall comply with confidentiality provisions of RSA 170-G: 8-a. All information regarding the Department's clients, client families, foster families, and other involved individuals, is strictly confidential and shall not be discussed with anyone except the Department's personnel in the performance of contracted services.
 - 1.6.7. The Contractor shall maintain the confidentiality of all clients and use client information only for program administration purposes and evaluation, ensuring the following, including but not limited to:
 - 1.6.7.1. All staff and subcontractor(s) understand that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
 - 1.6.7.2. All staff and subcontractor(s) adhere to the standards and confidentiality policies of the organization.
 - 1.6.7.3. Receipt of public assistance and other confidential information shared shall be shared only as part of the medical record and only with the properly signed release of information from the client.
 - 1.6.8. The Contractor shall, for purposes of program evaluation and/or continuous quality improvement, report personally identifiable health data to the Department as requested, for all clients served under the resulting contract.
 - 1.6.9. The Contractor shall obtain any authorizations for release of information from the clients that are necessary to comply with federal and state laws and regulations.
 - 1.6.10. The Contractor shall provide all forms developed for authorization for release of information to the Department shall prior to use.



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- 1.6.11. The Contractor shall adhere to the legal requirements governing human subjects' research if considering using program participants for clinical or sociological research purposes.
- 1.6.12. The Contractor shall inform the Division of Public Health Services prior to initiating any research related to the resulting contract.
- 1.6.13. The Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130:A, Lead Paint Poisoning and Control.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports highlighting the program activities no later than the fifteenth (15th) day of the month following the reporting period, with the first report due no later than October 15, 2020. The Contractor shall ensure quarterly reports include, but are not limited to:
 - 3.1.1. The progress in achieving the stated outcomes.
 - 3.1.2. Feedback from families as to the effectiveness and satisfaction of the contracted services.
- 3.2. The Contractor shall submit an annual report to the Department no later than July 31st of each contract year, with the first report due on July 31, 2021. The Contractor shall ensure annual reports include, but are not limited to:
 - 3.2.1. Information regarding accomplishments and activities for the program.
 - 3.2.2. Recommendations for service development and outcomes.
 - 3.2.3. Systemic barriers experienced.



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- 3.2.4. Family satisfaction survey results.
- 3.3. The Contractor shall enter data into the Welligent System within thirty (30) days from receiving the data, ensuring data includes, but is not limited to:
- 3.3.1. Encrypted client identifier; first two initials of the first name, first three initials of the last name.
 - 3.3.2. Gender.
 - 3.3.3. Date of Birth.
 - 3.3.4. Race.
 - 3.3.5. Ethnicity.
 - 3.3.6. Date of Screening.
 - 3.3.7. Which month Ages and Stages Questionnaire ASQ was administered.
 - 3.3.8. Recheck.
 - 3.3.9. Referred
 - 3.3.10. Receiving services.
 - 3.3.11. Screening score.
 - 3.3.12. Consent signed to notify Primary Care Physician (PCP).
 - 3.3.13. Date the screen was sent to the client's PCP.
- 3.4. The Contractor shall collaborate with the Department to provide requested information relative to program evaluation and other information, as needed, to meet Department goals and requirements and provide information to different Divisions within the Department that include, but are not limited to the:
- 3.4.1. Division for Children, Youth and Families.
 - 3.4.2. Division of Public Health Services.
 - 3.4.3. Division for Economic and Housing Stability.
- 3.5. The Contractor shall maintain a Family Service Record, as provided by the Department, on each family in compliance with all Health Insurance Portability and Accountability Act (HIPAA), Privacy Rules. The Contractor shall ensure the Family Service Record includes, but not be limited to:
- 3.5.1. Source of referral.
 - 3.5.2. Referral information.
 - 3.5.3. Release of information form.
 - 3.5.4. Family assessment.



EXHIBIT B

- 3.5.5. Child/Family services plan.
 - 3.5.6. Case contact log.
 - 3.5.7. Receipt of health care.
 - 3.5.8. Linkages with prenatal/primary care and visit schedule as outlined in the American Academy of Pediatrics, "Recommendations for Preventative Pediatric Health Care" schedule.
 - 3.5.9. Progress notes.
 - 3.5.10. Child care utilization and billing information.
 - 3.5.11. Case closure report.
- 3.6. The Contractor shall ensure Family Service Records are summarized and entered into the Quick Base in real-time.

4. Performance Measures

- 4.1. The Contractor shall ensure consumer satisfaction data indicates a minimum of 80% favorable rating.
- 4.2. The Contractor shall sustain 100% screening of family participation in the Watch Me Grow Program in families with children up to six (6) years of age.
- 4.3. The Contractor shall work collaboratively with the Department to ensure evidence-based strategies are used and appropriate metrics are tracked for specific programs and sub-populations.
- 4.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.5. The Contractor shall track a range of performance improvement topics that include, but are not limited to:
 - 4.5.1. Increasing outreach to high-risk populations;
 - 4.5.2. Increasing the share of referred families who enroll in services;
 - 4.5.3. Increasing service completion dates; and
 - 4.5.4. Evaluating long-term program outcomes.
- 4.6. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.7. The Contractor shall collect and share data with the Department in a format specified by the Department, where applicable.

5. Additional Terms



EXHIBIT B

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

- 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

- 5.3.1. 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, "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."
- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:



EXHIBIT B

- 6.1.1. Books, records, documents and other electronic or physical 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.
 - 6.1.2. All records shall 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.
 - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
 - 6.1.4. Medical records on each patient/recipient of services.
- 6.2. 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. 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.



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 1.37%, by the US Department of Health and Human Services, Administrations on Children, Youth and Families, Child Welfare Social Services, Title IV-B, Subpart 1, of the Social Security Act, CFDA 93.645, FAIN# 2001NHCWSS.
 - 1.2. 6.74%, by the US Department of Health and Human Services, Administration for Children & Families, Administration on Children, Youth and Families, Promoting Safe and Stable Families, CFDA 93.556, FAIN# 2001FPSS.
 - 1.3. 23.23%, by the US Department of Health and Human Services, Administration for Children & Families, Title XX Grants, SSBG – Social Services Block Grant, CFDA 93.667, FAIN# 2001NHSOSR.
 - 1.4. 55.65%, by the US Department of Health and Human Services, Temporary Assistance for Needy Families, CFDA 93.558, FAIN# 19NHTANF.
 - 1.5. 1.80%, by the US Department of Health and Human Services, Maternal and Child Health Services Block Grant, CFDA 93.994, FAIN# 90CA1858.
 - 1.6. 11.21% General Funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
 - 2.2. The Indirect Cost Rate of 8.9% applies in accordance with 2 CFR §200.414.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-4, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

WNE

6/25/20

New Hampshire Department of Health and Human Services
COMPREHENSIVE FAMILY SUPPORT SERVICES



EXHIBIT C

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to BFA@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
- 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
- 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.



EXHIBIT C

- 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. 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.

Exhibit C-1 Budget

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name: TLC Family Resource Center

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-0EHS-02-COMPR - (Claremont DO Catchment)

Budget Period: SFY 2021 (7/1/2020 TO 6/30/21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 259,248.00	\$ -	\$ 259,248.00	\$ 42,153.00	\$ -	\$ 42,153.00	\$ 217,095.00	\$ -	\$ 217,095.00
2. Employee Benefits	\$ 51,850.00	\$ -	\$ 51,850.00	\$ 8,431.00	\$ -	\$ 8,431.00	\$ 43,419.00	\$ -	\$ 43,419.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 806.00	\$ -	\$ 806.00	\$ -	\$ -	\$ -	\$ 806.00	\$ -	\$ 806.00
Repair and Maintenance	\$ 1,400.00	\$ -	\$ 1,400.00	\$ -	\$ -	\$ -	\$ 1,400.00	\$ -	\$ 1,400.00
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
6. Travel	\$ 7,863.00	\$ -	\$ 7,863.00	\$ 2,863.00	\$ -	\$ 2,863.00	\$ 5,000.00	\$ -	\$ 5,000.00
7. Occupancy	\$ -	\$ 22,100.00	\$ 22,100.00	\$ -	\$ 9,000.00	\$ 9,000.00	\$ -	\$ 13,100.00	\$ 13,100.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,856.00	\$ -	\$ 4,856.00	\$ -	\$ -	\$ -	\$ 4,856.00	\$ -	\$ 4,856.00
Postage	\$ -	\$ 323.00	\$ 323.00	\$ -	\$ 323.00	\$ 323.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 5,600.00	\$ 5,600.00	\$ -	\$ -	\$ -	\$ -	\$ 5,600.00	\$ 5,600.00
Insurance	\$ -	\$ 2,926.00	\$ 2,926.00	\$ -	\$ 2,926.00	\$ 2,926.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 7,217.00	\$ -	\$ 7,217.00	\$ 2,628.00	\$ -	\$ 2,628.00	\$ 4,589.00	\$ -	\$ 4,589.00
10. Marketing/Communications	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ 4,000.00
11. Staff Education and Training	\$ 5,559.00	\$ -	\$ 5,559.00	\$ -	\$ -	\$ -	\$ 5,559.00	\$ -	\$ 5,559.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other: emergency funds for families	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 349,299.00	\$ 30,949.00	\$ 380,248.00	\$ 58,075.00	\$ 12,249.00	\$ 68,324.00	\$ 293,224.00	\$ 18,700.00	\$ 311,924.00

Indirect As A Percent of Direct

8.9%

Exhibit C-2 Budget

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name: TLC Family Resource Center

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR (Claremont DO Catchment)

Budget Period: SFY 2022 (7/1/2021 TO 6/30/22)

Line/Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 264,458.00	\$ -	\$ 264,458.00	\$ 43,029.00	\$ -	\$ 43,029.00	\$ 221,429.00	\$ -	\$ 221,429.00
2. Employee Benefits	\$ 52,892.00	\$ -	\$ 52,892.00	\$ 8,606.00	\$ -	\$ 8,606.00	\$ 44,286.00	\$ -	\$ 44,286.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 806.00	\$ -	\$ 806.00	\$ 806.00	\$ -	\$ 806.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,400.00	\$ -	\$ 1,400.00	\$ 1,400.00	\$ -	\$ 1,400.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
6. Travel	\$ 7,863.00	\$ -	\$ 7,863.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 5,863.00	\$ -	\$ 5,863.00
7. Occupancy	\$ -	\$ 22,100.00	\$ 22,100.00	\$ -	\$ 9,000.00	\$ 9,000.00	\$ -	\$ 13,100.00	\$ 13,100.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,856.00	\$ -	\$ 4,856.00	\$ -	\$ -	\$ -	\$ 4,856.00	\$ -	\$ 4,856.00
Postage	\$ -	\$ 323.00	\$ 323.00	\$ -	\$ 323.00	\$ 323.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 5,600.00	\$ 5,600.00	\$ -	\$ -	\$ -	\$ -	\$ 5,600.00	\$ 5,600.00
Insurance	\$ -	\$ 2,926.00	\$ 2,926.00	\$ -	\$ 2,926.00	\$ 2,926.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 7,217.00	\$ -	\$ 7,217.00	\$ 4,443.00	\$ -	\$ 4,443.00	\$ 2,774.00	\$ -	\$ 2,774.00
10. Marketing/Communications	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 2,155.00	\$ -	\$ 2,155.00	\$ 1,845.00	\$ -	\$ 1,845.00
11. Staff Education and Training	\$ 5,671.00	\$ -	\$ 5,671.00	\$ -	\$ -	\$ -	\$ 5,671.00	\$ -	\$ 5,671.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other: emergency funds for families	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 355,663.00	\$ 30,949.00	\$ 386,612.00	\$ 62,439.00	\$ 12,249.00	\$ 74,688.00	\$ 293,224.00	\$ 18,700.00	\$ 311,924.00

Indirect As A Percent of Direct

8.7%

AME
6/21/20

Exhibit C-3 Budget

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name: TLC Family Resource Center

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR (Claremont DO Catchment)

Budget Period: SFY 2023 (7/1/2022 TO 6/30/23)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 269,651.00	\$ -	\$ 269,651.00	\$ 21,642.00	\$ -	\$ 21,642.00	\$ 248,009.00	\$ -	\$ 248,009.00
2. Employee Benefits	\$ 53,930.00	\$ -	\$ 53,930.00	\$ 4,328.00	\$ -	\$ 4,328.00	\$ 49,602.00	\$ -	\$ 49,602.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 806.00	\$ -	\$ 806.00	\$ 806.00	\$ -	\$ 806.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,400.00	\$ -	\$ 1,400.00	\$ 1,400.00	\$ -	\$ 1,400.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
6. Travel	\$ 7,863.00	\$ -	\$ 7,863.00	\$ 5,864.00	\$ -	\$ 5,864.00	\$ 1,999.00	\$ -	\$ 1,999.00
7. Occupancy	\$ -	\$ 23,142.00	\$ 23,142.00	\$ -	\$ 23,142.00	\$ 23,142.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,856.00	\$ -	\$ 4,856.00	\$ 1,575.00	\$ -	\$ 1,575.00	\$ 3,281.00	\$ -	\$ 3,281.00
Postage	\$ -	\$ 323.00	\$ 323.00	\$ -	\$ 323.00	\$ 323.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 5,600.00	\$ 5,600.00	\$ -	\$ -	\$ -	\$ -	\$ 5,600.00	\$ 5,600.00
Insurance	\$ -	\$ 2,926.00	\$ 2,926.00	\$ -	\$ 2,926.00	\$ 2,926.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 7,217.00	\$ -	\$ 7,217.00	\$ 6,784.00	\$ -	\$ 6,784.00	\$ 433.00	\$ -	\$ 433.00
10. Marketing/Communications	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 5,783.00	\$ -	\$ 5,783.00	\$ 2,783.00	\$ -	\$ 2,783.00	\$ 3,000.00	\$ -	\$ 3,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other: emergency funds for families	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 362,006.00	\$ 31,991.00	\$ 393,997.00	\$ 55,682.00	\$ 26,391.00	\$ 82,073.00	\$ 306,324.00	\$ 5,600.00	\$ 311,924.00

Indirect As A Percent of Direct

8.8%

Exhibit C-4 Budget

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Contractor name: TLC Family Resource Center

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR (Claremont DO Catchment)

Budget Period: SFY 2024 (7/1/2023 TO 6/30/24)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 275,072.00	\$ -	\$ 275,072.00	\$ 28,430.00	\$ -	\$ 28,430.00	\$ 246,642.00	\$ -	\$ 246,642.00
2. Employee Benefits	\$ 55,014.00	\$ -	\$ 55,014.00	\$ 5,686.00	\$ -	\$ 5,686.00	\$ 49,328.00	\$ -	\$ 49,328.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 806.00	\$ -	\$ 806.00	\$ 806.00	\$ -	\$ 806.00	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,400.00	\$ -	\$ 1,400.00	\$ 1,400.00	\$ -	\$ 1,400.00	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
6. Travel	\$ 7,863.00	\$ -	\$ 7,863.00	\$ 4,563.00	\$ -	\$ 4,563.00	\$ 3,300.00	\$ -	\$ 3,300.00
7. Occupancy	\$ -	\$ 23,142.00	\$ 23,142.00	\$ -	\$ 23,142.00	\$ 23,142.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 4,856.00	\$ -	\$ 4,856.00	\$ 1,575.00	\$ -	\$ 1,575.00	\$ 3,281.00	\$ -	\$ 3,281.00
Postage	\$ -	\$ 323.00	\$ 323.00	\$ -	\$ 323.00	\$ 323.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ 5,600.00	\$ 5,600.00	\$ -	\$ -	\$ -	\$ -	\$ 5,600.00	\$ 5,600.00
Insurance	\$ -	\$ 2,926.00	\$ 2,926.00	\$ -	\$ 2,926.00	\$ 2,926.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 7,217.00	\$ -	\$ 7,217.00	\$ 6,444.00	\$ -	\$ 6,444.00	\$ 773.00	\$ -	\$ 773.00
10. Marketing/Communications	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 5,899.00	\$ -	\$ 5,899.00	\$ 2,899.00	\$ -	\$ 2,899.00	\$ 3,000.00	\$ -	\$ 3,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other: emergency funds for families	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 368,627.00	\$ 31,991.00	\$ 400,618.00	\$ 62,303.00	\$ 26,391.00	\$ 88,694.00	\$ 306,324.00	\$ 5,600.00	\$ 311,924.00

Indirect As A Percent of Direct 8.7%

Contractor Initials *me*
Date *6/20/24*



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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.

6/25/21
Date

Vendor Name: TRC Family Resource Center
Margaret Morre-Carl
Name: Margaret Morre-Carl
Title: Exec Dir

Vendor Initials MC
Date 6/25/21



CERTIFICATION REGARDING LOBBYING

The Vendor 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.

6/25/20
Date

Vendor Name: The Family Resource Center
Magaret Mowse
Magaret Mowse - Case
Name:
Title: 6/25/20



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: TLC Family Resource Center

6/25/20
Date

Margaret M. Cannon
Name: Margaret M. Cannon
Title: Exec. Dir.



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

The Vendor 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:

Vendor 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

Vendor Initials MWE

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: TLC Family Resource Center

6/25/20
Date

Margaret Mohr, Counsel
Name: Margaret Mohr
Title:

Exhibit G

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

Vendor Initials MM



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 Vendor 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 Vendor 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.

Vendor Name:

6/25/20
Date

Margaret Monro-Cassol
Name: Margaret Monro-Cassol
Title: Exec. Director



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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.

unc

02/25/20



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

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6/25/20



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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6/25/22



Exhibit I

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

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

Christie Toppan
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

6/29/2020
Date

The Family Resource Center
Name of the Contractor

Margaret Monroe Cassel
Signature of Authorized Representative

Margaret Monroe Cassel
Name of Authorized Representative

Exec Div
Title of Authorized Representative

6/25/20
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:

6/25/20
Date

Margaret Moore Card
Name:
Title:



FORM A

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

1. The DUNS number for your entity is: 107213754
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: _____

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6/25/20

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services



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DHHS Information Security Requirements

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

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

lme

6/25/27

State of New Hampshire

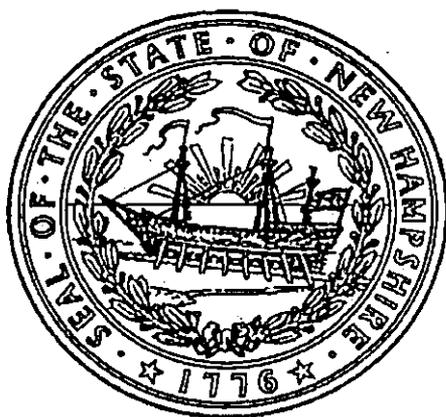
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TLC FAMILY RESOURCE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 14, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 461338

Certificate Number: 0004854544



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of March A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Jane VanBremen, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of TLC Family Resource Center
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 17, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Margaret Monroe-Cassel, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of TLC Family Resource Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: June 29, 2020

Jane VanBremen
Jane VanBremen (Jun 29, 2020 16:00 EDT)

Signature of Elected Officer
Name: Jane VanBremen
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/22/2020

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

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

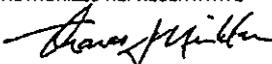
PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431		CONTACT NAME: PHONE (A/C, No, Ext): 603-352-2121 FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24admin@clark-mortenson.com	
INSURED TLC Family Resource Center P.O. Box 1098 Claremont NH 03743		TLC2 INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 387925987** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2147299	7/1/2020	7/1/2021	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COM/PROP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK2147299	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Directors and Officers EPLI			PHSD1552975	7/1/2020	7/1/2021	1,000,000	1,000,000
							1,000,000	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Coverage is included in the Commercial Package Policy with limits of \$2,000,000 each professional incident and \$4,000,000 aggregate.

CERTIFICATE HOLDER NH Dept of Health and Human Services 129 Pleasant Street Concord NH 03301-6504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2020

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

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

PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: PHONE (A/C, No, Ext): 603-352-2121 FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24admin@clark-mortenson.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Insurance Company	NAIC # 0
INSURED TLC Family Resource Center P.O. Box 1098 Claremont NH 03743	TLC2	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1078895629

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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1982323	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1982323	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					OCCUR CLAIMS-MADE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers Employment Practices		PHSD1447058	7/1/2019	7/1/2020	1,000,000 1,000,000 Policy Period Policy Period

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

CERTIFICATE HOLDER**CANCELLATION**

NH Dept of Health and Human Services
 129 Pleasant Street
 Concord NH 03301-6504

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2020

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.net	
		INSURER(S) AFFORDING COVERAGE INSURER A: FirstComp	NAIC # 27626
INSURED TLC FAMILY RESOURCE CENTER PO BOX 1098 CLAREMONT NH 03743-1098		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER: cert 2019

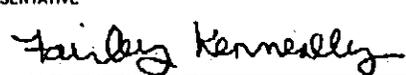
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0093557-10	07/01/2020	07/01/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of NH Department of Health and Human Services 129 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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t1c FAMILY RESOURCE CENTER

109 Pleasant St. Claremont, NH 03743 603.542.1848 877.287.7144

Mission Statement

**To Promote the Optimal Health and Development of
Children and Families
in
Sullivan & Lower Grafton Counties.**

Updated 12/14/15

***TLC FAMILY RESOURCE
CENTER, INC.***

Audited Financial Statements

June 30, 2019

FINANCIAL STATEMENTS

TLC FAMILY RESOURCE CENTER, INC.

June 30, 2018

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Statement of Activities	3
Statement of Functional Expenses	4
Statement of Cash Flows	5
Notes to Financial Statements	6 - 12

LAWRENCE E. REED, CPA, PC
Professional Corporation
C E R T I F I E D P U B L I C A C C O U N T A N T

Member of American Institute of
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
TLC Family Resource Center, Inc.

We have audited the accompanying financial statements of TLC Family Resource Center, Inc. (a nonprofit corporation), which comprise the statements of financial position as of June 30, 2019 and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of TLC Family Resource Center, Inc. as of June 30, 2019, 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.

December 20, 2019
Chester, VT
Vermont License No. 1039

Lawrence E Reed CPA PC

STATEMENT OF FINANCIAL POSITION
TLC FAMILY RESOURCE CENTER, INC.
June 30, 2019
(With Memorandum Totals for June 30, 2018)

	<u>June 30, 2019</u>			As of June 30, 2018
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>	<u>Totals (Memorandum)</u>
ASSETS				
Cash and cash equivalents	\$ 246,676	\$ 43,592	\$ 290,268	\$ 257,423
Accounts receivable	179,958	-	179,958	54,807
Grants receivable	-	-	-	20,000
Security deposit	1,350	-	1,350	1,350
Equipment and furniture	98,822	-	98,822	88,469
Accumulated depreciation	(63,548)	-	(63,548)	(54,113)
TOTAL ASSETS	\$ 463,258	\$ 43,592	\$ 506,850	\$ 367,936
LIABILITIES AND NET ASSETS				
LIABILITIES				
Accrued expenses	\$ 34,685	\$ -	\$ 34,685	\$ 27,723
Accounts payable	4,022	-	4,022	2,268
Fiscal sponsor funds	6,271	-	6,271	6,750
TOTAL LIABILITIES	44,978	-	44,978	36,741
NET ASSETS				
Without donor restrictions	418,280	-	418,280	249,885
With donor restrictions	-	43,592	43,592	81,310
TOTAL NET ASSETS	418,280	43,592	461,872	331,195
TOTAL LIABILITIES AND				
NET ASSETS	\$ 463,258	\$ 43,592	\$ 506,850	\$ 367,936

See accompanying notes to financial statements.

STATEMENT OF FINANCIAL ACTIVITIES
TLC FAMILY RESOURCE CENTER, INC.
Year Ended June 30, 2019
(With Memorandum Totals for June 30, 2018)

	Year Ended June 30, 2019			Year Ended June 30, 2018
	Without Donor Restrictions	With Donor Restrictions	Total	Totals (Memorandum)
SUPPORT AND REVENUE				
Governmental support	\$ 499,355	\$ -	\$ 499,355	\$ 457,159
Program fees	300,515	-	300,515	104,912
Foundations and trusts	103,665	100,545	204,210	270,300
Contributions	58,859	16,171	75,030	48,821
Special events:				
Gross event revenue	28,979	-	28,979	41,120
Less cost of events	(7,050)	-	(7,050)	(9,061)
Net special events revenue	21,929	-	21,929	32,059
Facility sublease income	10,579	-	10,579	9,423
Sales of donated goods	-	-	-	2,576
Net assets released from restrictions	154,434	(154,434)	-	-
TOTAL SUPPORT AND REVENUE	1,149,336	(37,718)	1,111,618	925,250
EXPENSES				
Program services				
Comprehensive Family Support	367,825	-	367,825	277,899
Recovery Coaching	166,181	-	166,181	16,274
Healthy Families	134,471	-	134,471	165,249
PREP	75,469	-	75,469	80,434
Parent Aide	55,402	-	55,402	59,777
Rural Outright	6,538	-	6,538	9,721
	805,886	-	805,886	609,354
Fundraising	42,514	-	42,514	30,690
Management and general	132,541	-	132,541	102,409
TOTAL EXPENSES	980,941	-	980,941	742,453
CHANGE IN NET ASSETS	168,395	(37,718)	130,677	182,797
Net assets at Beginning of Year	249,885	81,310	331,195	148,398
NET ASSETS AT END OF YEAR	\$ 418,280	\$ 43,592	\$ 461,872	\$ 331,195

See accompanying notes to financial statements.

STATEMENT OF FUNCTIONAL EXPENSES
TLC FAMILY RESOURCE CENTER, INC.
Year Ended June 30, 2019
(With Memorandum Totals for June 30, 2018)

	<u>Total All Services</u>	<u>Mgt. & General</u>	<u>Fund-raising</u>	<u>Program Services</u>							<u>Year Ended June 30, 2018</u>
				<u>Total</u>	<u>Family Support</u>	<u>Recovery Coaching</u>	<u>Heathy Families</u>	<u>PREP</u>	<u>Parent Aide</u>	<u>Rural Outright</u>	<u>Totals (Memorandum)</u>
Salaries and wages	\$ 643,696	\$ 105,339	\$ 32,900	\$ 505,457	\$ 246,145	\$ 97,642	\$ 88,718	\$35,528	\$37,424	\$ -	\$ 491,821
Occupancy	71,108	-	1,797	69,311	27,851	20,695	11,102	5,356	4,307	-	42,897
Program expenses	67,839	5,542	2,538	59,759	25,481	20,530	7,185	3,623	930	2,010	53,828
Payroll taxes	47,204	7,181	2,513	37,510	18,075	7,252	6,575	2,792	2,816	-	36,182
Professional fees	33,327	-	1,087	32,240	12,137	3,023	4,645	10,543	1,892	-	30,145
Advertising & marketing	21,457	59	547	20,851	4,689	4,644	1,445	5,863	549	3,661	15,079
Employee benefits	26,728	10,576	642	15,510	7,610	2,062	3,052	1,512	1,274	-	19,598
Mileage reimbursement	19,442	2,022	9	17,411	8,516	2,236	1,922	270	4,314	153	17,469
Training & dev.	17,342	-	-	17,342	4,176	2,530	4,601	5,926	18	91	13,564
Telephone	9,952	-	160	9,792	4,263	2,420	1,785	765	559	-	5,239
Depreciation	9,434	1,627	-	7,807	3,802	1,508	1,370	549	578	-	7,837
Insurance	7,301	-	195	7,106	3,518	690	1,594	738	566	-	5,718
Printing	4,263	28	90	4,145	1,233	907	361	916	130	598	2,115
Vehicle expense	1,026	-	-	1,026	-	-	-	1,026	-	-	-
Postage	822	167	36	619	329	42	116	62	45	25	961
TOTAL EXPENSES	\$ 980,941	\$ 132,541	\$ 42,514	\$ 805,886	\$ 367,825	\$ 166,181	\$ 134,471	\$75,469	\$55,402	\$ 6,538	\$ 742,453

See accompanying notes to financial statements.

STATEMENT OF CASH FLOWS
TLC FAMILY RESOURCE CENTER, INC.
Year Ended June 30, 2019
(With Memorandum Totals for June 30, 2018)

	<u>Year Ended June 30, 2019</u>			<u>Year Ended</u>
	<u>Without Donor</u>	<u>With Donor</u>	<u>Total</u>	<u>June 30, 2018</u>
	<u>Restrictions</u>	<u>Restrictions</u>		<u>Totals</u>
				<u>(Memorandum)</u>
OPERATING ACTIVITIES				
Change in net assets	\$ 168,395	\$ (37,718)	\$130,677	\$ 182,797
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities				
Depreciation	9,435	-	9,435	7,837
(Increase) decrease in operating assets:				
Accounts receivable	(125,151)	-	(125,151)	(969)
Grants receivable	-	20,000	20,000	(20,000)
Security deposits	-	-	-	(1,350)
Increase (decrease) in operating liabilities:				
Accounts payable	1,754	-	1,754	(1,503)
Accrued expenses	6,962	-	6,962	3,994
Fiscal sponsor funds	(479)	-	(479)	(9,134)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	60,916	(17,718)	43,198	161,672
INVESTING ACTIVITIES				
Equipment purchases	(10,353)	-	(10,353)	(25,666)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(10,353)	-	(10,353)	(25,666)
INCREASE (DECREASE) IN CASH	50,563	(17,718)	32,845	136,006
Beginning cash and cash equivalents	196,113	61,310	257,423	121,417
ENDING CASH AND CASH EQUIVALENTS	\$ 246,676	\$ 43,592	\$290,268	\$ 257,423

See accompanying notes to financial statements.

ORGANIZATION

TLC Family Resource Center, Inc., (the "Center") is a non-profit organization established in 2004 for the purpose of promoting the physical and emotional health and safety of women and families expecting infants or with young children. The Center serves individuals in New Hampshire's Sullivan and lower Grafton counties. Approximately 45% of the Center's revenue and support comes from governmental financial assistance, 27% from program services, and 28% from contributions and fundraising activities.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Standards Adoption

During 2019, the Center adopted Financial Accounting Standard Board (FASB) Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958) and retrospectively applied to the 2018 financial statements and related notes, which were relabeled or reclassified to conform with the ASU. The adoption of FASB ASU No. 2016-14 did not impact the Center's 2018 financial position or net assets.

Under FASB ASU No. 2016-14:

The previous three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." Unrestricted net assets are now called "net assets without donor restrictions".

New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements.

Both natural and functional classifications of expenses are reported in the same place; as such, statements of functional expenses are now included in the financial statements rather than separately reported as supplemental information.

New or revised disclosures in the financial statement are Note 1 - Financial Statement Basis of Presentation, Note 2 - Liquidity and Availability of Financial Assets and the addition of statements of functional expenses for the years ended June 30, 2019 and 2018.

Financial Statement Basis of Presentation

The financial statements of the Center have been prepared on the accrual basis of accounting, reporting information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. These net assets may be used at the discretion of the Center's management and the Board of Trustees.

**NOTES TO FINANCIAL STATEMENTS
TLC FAMILY RESOURCE CENTER, INC.
June 30, 2019**

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some of the restrictions may be temporary in nature and will be met by actions taken by the Center or by the passage of time. Other restrictions may be perpetual in nature, whereby the donor has stipulated that the funds be maintained in perpetuity. Restricted contributions are reported as increases in net assets with restrictions. When a restriction expires, that is, when a stipulated time restriction ends or the purpose of the restriction is accomplished, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities.

Recently Issued Accounting Pronouncement

In July 2018, FASB issued ASU No. 2018-08, *Not-for-Profit Entities (Topic 958) Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The ASU was issued to clarify and improve the accounting guidance for contributions received and contributions made and is effective for annual periods beginning after December 15, 2018. The Center is evaluating the impact FASB ASU No. 2018-08 will have on its financial statements and disclosures.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect on outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

Grants Receivable

Grants receivable are composed of balances granted to the Center but not yet paid as a result of grantor stipulations, with respect to either the passage of time or actions required to be completed by the Center, not yet fulfilled. Management has evaluated the likelihood of the Center completing the required stipulations and believes that they be met and balances will be paid.

**NOTES TO FINANCIAL STATEMENTS
TLC FAMILY RESOURCE CENTER, INC.
June 30, 2019**

Property and Equipment

Property, equipment, and improvements are stated at costs on the date acquired. Donations of property and equipment are recorded as support at their estimated fair value. The Center capitalizes all durable goods costing greater than \$500. Property, equipment, and improvements are depreciated over the estimated useful life using the straight-line method which include 5 years for equipment, 7 years for furniture, 15 years for landscaping, 20 years for boilers and 39 years for building cost and improvements. Major maintenance activities are capitalized if they extend the life of the property or equipment. Depreciation expense for the year ended June 30, 2019 totaled \$9,434.

Revenue Recognition, Contributions and Promises to Give

The Center's fees for programs and services provided are recognized when earned, which is within the time period covered by the services or program. Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. If gifts are received with donor stipulations that limit the use of the donated assets, the gifts are reported in net assets with donor restrictions. The Center has received no contributions with donor restrictions that are perpetual in nature.

Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire land, buildings and equipment are reported as restricted support. Absent explicit donor stipulations as to how long-lived assets must be maintained, satisfactions of donor restrictions are reported when the land, buildings or equipment are acquired and placed in service. The Center has received no gifts of long-lived assets. Unconditional promises to give are recorded as pledges receivable and revenue in the fiscal year the pledges are made at their fair value.

Unconditional promises to give are recorded as pledges receivable and revenue in the fiscal year the pledges are made at their fair value. Unconditional promises are those for which verifiable evidence exists that a legally binding promise to give has been made.

Program Fees

The Center earns program fees related to services provided to children and families. During the fiscal years ended June 30, 2019 programs fees totaled \$300,515, of which \$202,927 was funded through federal and state programs and \$97,588 was funded through Medicaid reimbursements.

Federal and State Grant Revenues

The Center receives federal and state grant awards for various programs. These awards are generally granted in exchange for specific services to be provided by the Center. Revenue is recognized as the award expenditures are incurred for awards received and expended in the same year. Total federal and state grant revenues recognized during the fiscal years ended June 30, 2019 was \$499,355.

**NOTES TO FINANCIAL STATEMENTS
TLC FAMILY RESOURCE CENTER, INC.
June 30, 2019**

In-Kind Contributions

Contributions of services are recognized as revenue and expense at fair value when received if the services require specialized skills, are provided by individuals or entities possessing those skills, and would typically need to be purchased if not donated. Contributions of program supplies and other goods are recorded as revenue and expense at fair value upon receipt when there is an objective and reasonable basis upon which to value the in-kind contributions. These contributions are an integral part of the Center's activities.

Functional Allocation of Expenses

The costs of providing programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. In addition to the allocation of direct cost to programs and supporting services, certain costs have been allocated indirectly based on an analysis of personnel time related to these programs and supporting services. Certain prior year amounts have been reclassified for consistency with the current period presentation. These reclassifications had no effect on the reported changes in net assets

Income Taxes

The Center is a not-for-profit organization as described under Section 501(c)(3) of the Internal Revenue Code and is exempt from federal income taxes on income related to the fulfillment of the Center's mission. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements. The Center's Forms 990, Return of Organization Exempt from Income Tax, for the years ending June 30, 2019, 2018 and 2017 are subject to examination by the IRS, generally for three years after they were filed. In accordance with FASB ASC 740-10, the Center is under the opinion that there are no unsustainable positions that have been taken in regards to Federal or State income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements

Advertising Costs: The Center uses advertising to promote its programs and to fill positions. The costs of advertising are expensed as incurred. During the year ended June 30, 2019 advertising costs totaled \$27,558.

Subsequent Events

Management considered subsequent events after June 30, 2019 through December 20, 2019, the date when the financial statements were available to be issued. The Center concluded that no material events or transactions occurred subsequent to June 30, 2019, that provided additional evidence about conditions that existed at June 30, 2019, or after, requiring adjustment to or disclosure in the financial statements.

**NOTES TO FINANCIAL STATEMENTS
TLC FAMILY RESOURCE CENTER, INC.
June 30, 2019**

2. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Center regularly monitors liquidity required to meet its operating needs and other contractual commitments.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Center considers all expenditures related to its ongoing activities, general and administrative services undertaken to support those ongoing activities, and scheduled principal payments on debt to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Center operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources.

At June 30, 2019 the following financial assets could readily be available within one year of the statement of financial position date to meet general expenditures:

Financial assets

Cash and cash equivalents	\$290,268
Accounts receivable	179,958

Total financial assets	\$470,226

3. BANK LINE OF CREDIT

The Center has a bank line of credit in the amount of \$80,000 which was renewed in March 2019. The bank holds a security interest in all the assets of the Center. The terms of the credit line include monthly payments of interest, based on the New York Prime rate adjusted monthly, and full payment of the outstanding balance for a minimum period of 30 days each year. As of June 30, 2019, the outstanding balance was \$0.

4. CONTINGENT LIABILITIES

The Center receives funds under various state and federal programs. Under the terms of these programs, the Center is required to expend the funds within the designated period for purposes specified in the grant proposal. If expenditures of the funds are found not in compliance with the proposal, the Center may be required to return those funds to the grantor. As of June 30, 2019, there were no known disallowed expenditures and, therefore, no provision has been made for this contingency.

**NOTES TO FINANCIAL STATEMENTS
TLC FAMILY RESOURCE CENTER, INC.
June 30, 2019**

5. GRANTS AND ACCOUNTS RECEIVABLE

The Center is awarded cost reimbursement grants by various agencies. Revenues associated with these grants are recorded as the associated expenses are incurred. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Center's policy to charge off uncollectible receivables when management determines the receivable will not be collected. Grants and accounts receivable totaling \$179,958 as of June 30, 2019 are composed of the following balances and are deemed by management to be fully collectible:

Accounts receivable	\$ 67,721
County funding	5,000
State cost reimbursements	<u>107,237</u>
	<u>\$179,958</u>

6. SUPPORT FROM GOVERNMENTAL UNITS

The Center receives a substantial amount of its support from federal and state governments. A significant reduction in the level of this support, if this were to occur, may have an effect on the Center's ability to continue its programs and activities.

7. RESTRICTIONS ON ASSETS

Temporarily restricted net assets totaling \$43,592 as of June 30, 2019 are related to Recovery Coaching, Family Support and Rural Outright programs and equipment upgrades.

8. FAIR VALUE OF FINANCIAL INSTRUMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Center is required to disclose certain information about its financial assets and liabilities. As of June 30, 2019 the Center has no financial instruments subject to the disclosure requirements. Cash and cash equivalents, grants and accounts receivable, accounts payable, accrued expenses, advances refundable, and fiscal agency funds are reported in the statement of financial position approximate fair values because of the short maturities of those instruments or because of the fixed rate of interest required to be paid.

9. PENSION PLAN

Effective January 1, 2019, the Center established a Simple IRA Retirement Plan for which All employees are eligible to participate in the Plan. Under the Plan, the Center provides a matching contribution equal to the amount contributed by the employee up to 2% of the employee's compensation. Employees are eligible to participate in the plan on the next entry date following the date of their employment. The Center contributed a total of \$5,765 during the year ended June 30, 2019.

10. FISCAL SPONSOR FUNDS

The Center has administered several grant agreements to serve as a fiscal sponsor for a local initiative. Under these agreements the Center receives the funds to be administered and charges an administration fee for their work. No new agreements were contracted during fiscal 2019. The remaining liability related to prior agreements as of June 30, 2019 is \$6,271.

11. OPERATING LEASE ARRANGEMENTS

The Center leases its primary facility under a fiscal year-to-year lease agreement signed on December 1, 2011, which provides for twelve-month renewal periods based on a stipulated monthly rental payment plus utilities and a real estate tax escalation clause. This lease was extended for another fiscal year beginning July 1, 2019 at a monthly rent payment of \$1,900, for a lease commitment of \$22,800.

On July 1, 2019 The Center entered into a lease agreement for office space for the Recovery Coaching program. The lease is a one year term with monthly rental payments of \$1,418, for a lease commitment of \$17,016

Facility lease payments for the year ended June 30, 2019 totaled \$39,816

The Center entered into a photocopier lease agreement on October 14, 2018 for a term of 48 months at \$192 per month. Total lease payments for the fiscal year ended June 30, 2019 totaled \$1,728.

The Center entered into a leasing arrangement for a client database management program and related support in January 2019 at a cost of \$11,962 per year for seven years. Total lease payments for the fiscal year ended June 30, 2019 totaled \$6,382.

Future minimum lease payments for the four leases are as follows:

Fiscal 2020	\$54,076
Fiscal 2021	14,266
Fiscal 2022	14,266
Fiscal 2023	12,538
Fiscal 2024	11,962
Thereafter	16,962

The Center entered into a sublease agreement for a portion of their primary space on October 1, 2016. The sublease payments are \$500 per month, plus reimbursement of utilities costs, with the agreement ending June 30, 2017. The agreement was renewed on a month-to-month basis as of July 1, 2017. The total sub-lease income plus utilities reimbursement received for the year ended June 30, 2019 was \$10,579.

TLC FAMILY RESOURCE CENTER
Balance Sheet
As of February 29, 2020

	<u>Feb 29, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
1030.1 · Certificate of Deposit 2	75,000.00
1030 · Mascoma Certificate of Deposit	50,000.00
1010 · Mascoma Savings Bank General	130,084.98
1020 · Mascoma Savings Bank- Payroll	<u>6,915.86</u>
Total Checking/Savings	262,000.84
Accounts Receivable	
1110 · Accounts receivable	<u>187,922.54</u>
Total Accounts Receivable	187,922.54
Other Current Assets	
12100 · Inventory Asset	2,500.00
Prepaid Insurance & Expenses	81.00
1499 · Undeposited Funds	<u>22,878.59</u>
Total Other Current Assets	<u>25,459.59</u>
Total Current Assets	475,382.97
Fixed Assets	
1640 · Equipment, Furniture & Fixtures	98,502.44
1700 · Accumulated Depreciation	<u>(54,113.00)</u>
Total Fixed Assets	44,389.44
Other Assets	
Security Deposit	<u>1,350.00</u>
Total Other Assets	<u>1,350.00</u>
TOTAL ASSETS	<u><u>521,122.41</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts payable	<u>31,348.87</u>
Total Accounts Payable	31,348.87

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Accrual Basis

TLC FAMILY RESOURCE CENTER
Balance Sheet
As of February 29, 2020

	<u>Feb 29, 20</u>
Other Current Liabilities	
2150 · Health and Life Ins Payable	9.45
Fiscal Sponsor Liability	5,567.80
2120 · Accrued vacation	12,324.01
2100 · Payroll Liabilities	5,021.94
	<hr/>
Total Other Current Liabilities	22,923.20
	<hr/>
Total Current Liabilities	54,272.07
	<hr/>
Total Liabilities	54,272.07
	<hr/>
Equity	
3900 · Net Assets	447,993.80
3001 · Opening Bal Equity	26,714.15
Net Income	(7,857.61)
	<hr/>
Total Equity	466,850.34
	<hr/>
TOTAL LIABILITIES & EQUITY	<u>521,122.41</u>

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Accrual Basis

TLC FAMILY RESOURCE CENTER
Profit & Loss
July 2019 through February 2020

	<u>Jul '19 - Feb 20</u>
Ordinary Income/Expense	
Income	
4 · FundRaising/Contributed Support	
4020 · Business	4,981.02
4010 · Individual	22,361.28
4230 · Private Foundation/trust grants	166,390.00
4250 · Nonprofit/Organizations	114,198.92
4430 · Faithbased	4,248.40
	<hr/>
Total 4 · FundRaising/Contributed Support	312,179.62
5 · Earned Revenue	
5010 · County Funds	34,666.68
5030 · State Contracts/fees	371,451.99
5490 · Miscellaneous	6,695.57
5080 · NH Medicaid	57,827.35
5180 · Program service fees	5,653.81
	<hr/>
Total 5 · Earned Revenue	476,295.40
	<hr/>
Total Income	788,475.02
	<hr/>
Gross Profit	788,475.02
Expense	
7530 · Professional fees	2,189.24
6100 · Auto Expense	482.65
8300 · Travel & meeting Expense	15,154.85
8180 · Bks,subscrptns,dues,mbrsships	4,388.09
8540 · Professional development	3,721.87
8520 · Insurance - non-employee	6,243.34
7200 · Salaries & related expenses	
7240 · Employee Benefits	37,217.75
7250 · Payroll taxes	40,444.71
7220 · Salaries & wages	521,203.42
	<hr/>
Total 7200 · Salaries & related expenses	598,865.88
8600 · Business expenses	544.16
7000 · Grant & contract expense	29,383.29

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Accrual Basis

TLC FAMILY RESOURCE CENTER
Profit & Loss
July 2019 through February 2020

	<u>Jul '19 - Feb 20</u>
8500 · Misc expenses	
8530 · Marketing and Development	7,313.91
8570 · Advertising expenses	3,393.54
8590 · Other expenses	8,044.73
8560 · Outside computer services	<u>21,618.05</u>
Total 8500 · Misc expenses	40,370.23
8100 · Non-personnel expenses	
8160 · Equip rental & maintenance	1,843.54
8140 · Postage, shipping, delivery	447.50
8170 · Printing & copying	2,380.91
8110 · Supplies	13,723.25
8130 · Telephone & telecommunications	<u>9,367.53</u>
Total 8100 · Non-personnel expenses	27,762.73
8200 · Occupancy expenses	
8260 · Maintenance Claremont	14,366.16
8210 · Rent Claremont	26,540.00
8220 · Utilities	<u>11,040.14</u>
Total 8200 · Occupancy expenses	51,946.30
7520 · Accounting Fees	<u>15,280.00</u>
Total Expense	<u>796,332.63</u>
Net Ordinary Income	<u>(7,857.61)</u>
Net Income	<u><u>(7,857.61)</u></u>

TLC FAMILY RESOURCE CENTER
Statement of Cash Flows
July 2019 through February 2020

	<u>Jul '19 - Feb 20</u>
OPERATING ACTIVITIES	
Net Income	(7,857.61)
Adjustments to reconcile Net Income to net cash provided by operations:	
1110 · Accounts receivable	(7,481.32)
2010 · Accounts payable	26,113.60
2150 · Health and Life Ins Payable	1,620.89
Fiscal Sponsor Liability	(22.81)
2120 · Accrued vacation	(4,900.89)
2100 · Payroll Liabilities	(2,882.79)
	<hr/>
Net cash provided by Operating Activities	4,589.07
INVESTING ACTIVITIES	
1640 · Equipment, Furniture & Fixtures	(9,983.00)
	<hr/>
Net cash provided by Investing Activities	(9,983.00)
	<hr/>
Net cash increase for period	(5,393.93)
	<hr/>
Cash at beginning of period	290,273.36
	<hr/>
Cash at end of period	<u><u>284,879.43</u></u>

TLC Family Resource Center
BOARD OF DIRECTORS
January 2020

Beth Hoyt-Flewelling (President)
Retired, Granite State College

Megan Blood (Vice-President)
AP Analyst

William Sullivan (Treasurer)
CPA, Ameriprise

Jane VanBremen, PhD (Secretary)
Parent Child Development Specialist

Laura Hagley
Director of Quality and Project Manager, Valley Regional Hospital

Sara Harkins
Retired, Youth and Parish Minister

Joshua Nelson

Owner, Bee Balm Productions, Web designing

Peter Nelson
Retired Federally Qualified Health Centers

Linda Tremblay
Director, Ready, Set, Growth Child Care Center

Carole Wood
Retired Educator

Katherine "Rin" Heflin, Non-Voting Member

M.D. candidate ('23), Dartmouth Geisel School of Medicine

DR. DIANE EDWARDS

Areas of Expertise

- Academic Research
 - Faculty Advising
 - Course Development/Instruction
 - Program Development
 - Staff Supervision
 - Compliance/Licensing
 - Grant Proposals
 - Project Management/Admin
 - Fiscal Management
-

Key Skills Assessment

LEADERSHIP – Direct and manage teams to successfully achieve organizational goals and foster collaboration.

Professional Experience

TLC FAMILY RESOURCE CENTER OF QUALITY, CLAREMONT, NEW HAMPSHIRE

2019- PRESENT

FAMILY SUPPORT TEAM MANAGER

- Direct and supervised the Family Support Team consisting of Intake Coordinators, Community Health Nurse, Mental Health Clinician and educators.
- Oversee all components of the Family Support Services including Health Families America, Comprehensive Family Support Services (including home visiting), Child Health Support Services (Parent Aide Program), Miss Kendra, community parent support groups, and other parent education and support programs as may be developed.
- Implement and support best practices for service delivery, staffing, and professional development.
- Report to the Executive Director for developing and monitoring TLC's Family Support Services and growth.
- Collaborate with the Division of Children Youth and Families and oversee DCYF contracts.
- Serve on various committees, including the Adverse Childhood Experience Response Team.
- Make public presentations on the work of TLC Family Resource Center.
- Collaborate with school personnel and peers for the purpose of implementing and maintaining service and community embedded programming.

CLAREMONT SCHOOL DISTRICT, CLAREMONT, NEW HAMPSHIRE

2017- 2019

DIRECTOR OF PRESCHOOL

- Directed and supervised the special education coordinator, early childhood special educators, paraprofessionals, support service providers, and the administrative assistant.
- Developed program handbooks and brochures for families and staff, developed program marketing materials.
- Implemented and supported best practices for service delivery, staffing, and professional development.
- Reported to the Director of Special Education for developing and monitoring preschool's services and growth.
- Steered and coordinated grant projects, including identifying, applying and documenting outcomes.
- Steered and coordinated curriculum selection and implementation according to the program's action plan, district and state requirements.
- Contributed to district-level discussions to align screening tools and assessments utilized in preschool with kindergarten (Brigance and ASQ-2SE), and data collection to assess the impact of preschool.
- Collaborated with community partners for community outreach, including student teachers, weekly programing, monthly newsletters and annual report.
- Facilitated professional development, conducted weekly staff meetings, attended administrative team meetings, supervised teachers on Alt 4 plans, participated in leadership team meetings and presented to the school board as needed.

COLBY-SAWYER COLLEGE, NEW LONDON, NEW HAMPSHIRE

2013 – 2017

DIRECTOR, TEACHER EDUCATION & WINDY HILL LABORATORY SCHOOL

- Directed and supervised 8 teachers and twenty-four student workers and substitute teachers per semester and manage a wide scope of financial responsibilities.
- Coordinated licensing operations and ensure compliance with the state's licensing and accreditation standards.
- Steered and coordinated all research and projects, as well as related documentation.
- Compiled Title II reports for the teacher education program and supervise program compliance.
- Placed and mentored teacher-education candidates.
- Recommend students for teacher certification.
- Taught a variety of courses aligned with certification standards, and model best practices.

ASSOCIATE PROFESSOR

- Developed and instructed educational courses, "Exceptional Students," "Literacy Education," "Foundations of Education," "Introduction to Early Childhood Education," "Atypical Development and Behavior I," "Student Teaching," "Health Safety and Nutrition for Young Children," "Language and Creative Arts Birth-5," and "Early Childhood Internships," "Integrated Practicum I and II," and "Student Teaching Internship."
- Key participant in the review process and curriculum conversion for student's major and minor coursework.
- Collaborated with social sciences and education faculty.
- Advised students in the early childhood development program.
- Represented the institution on State early childhood committees, collaborate with 2-year institutions to develop program to program articulation agreements, and collaborate with community partners for service-learning projects.
- Created child development talking points/career paths for admissions, provide tours and participate in recruitment activities.
- Networked with local and regional agencies to develop partnerships for internship placements.

EASTERN NEW MEXICO UNIVERSITY, PORTALES, NEW MEXICO

2008 – 2012

DIRECTOR, CHILD DEVELOPMENT LABORATORY SCHOOL

- Directed 2 master teachers, sixteen student workers and substitute teachers per semester, while managing financial responsibilities, such as budget, billing, payroll and monthly food claims compilation.
- Coordinated licensing operations, and ensured compliance with the state's licensing and standards, as well as the compliance for the kitchen guidelines, state food program requirements and high-quality rating standards.
- Led and coordinated all research and projects, and managed child and parent administration.

ASSOCIATE PROFESSOR WITH TENURE

- Garnered subject matter expertise on key educational courses for early childhood education, including "Practicum in Early Childhood Education," "Quality Early Education for All" (completely online), "Health, Safety and Nutrition," (completely online), "Curriculum Development and Implementation I," "Curriculum Development and Implementation II," (hybrid), and "Family and Community Collaboration (hybrid)."
- Developed teacher license guide to assist early childhood education students, and coached licensure candidates.
- Converted traditional courses to online versions, resulting in a significant increase in attendance, and created other online courses to prepare students for competency exams.

LAKE SUMTER COMMUNITY COLLEGE, LEESBURG, FLORIDA

2005 – 2008

SENIOR MANAGER, EDUCATOR PREPARATION INSTITUTE, TEACHER CERTIFICATION PROGRAM

- Developed a competency-based certification program for students with four-year college degrees seeking career changes, as well as for students seeking a K-12 teaching position, including online professional development for practicing teachers seeking recertification.
 - Accomplished through a contract attained from grant funding.
- Awarded with the president's "innovation" award for successful program development and expansion.
- Collaborated with the Dean of Arts and Sciences to develop an infrastructure for new programs, to create job descriptions, and oversee the faculty and budget and write grants.
- Obtained training related to mandates and certification, and alternative course delivery options.
- Networked with various departments to ensure optimal service delivery to students.

FACULTY/MANAGER, EARLY CHILDHOOD EDUCATION

2004 – 2008

- Developed associate science and applied science degree programs in early childhood education with specialty options in childcare management and pre-school curriculum.
- Conceptualized and instructed courses, while managing and promoting new programs to childcare providers.
- Liaised with adjunct ECE faculty and collaborated with children's community organizations.
- Trained childcare providers and networked and assisted with developing articulation agreements and credit.

SALEM STATE COLLEGE, SALEM, MASSACHUSETTS 2001 – 2004

DIRECTOR, ADVANCING THE FIELD OF EARLY CARE & EDUCATION

- Led a three-year project, contracted by the MA Department of Education, focused on advancing the educational level of practitioners (PK-3) who did not complete their education.
 - Developed and managed a variety of services in collaboration with college administration and faculty, community agencies and state regulatory agencies.
- Advised students with a variety of learning needs, oversaw the budget, published a bi-monthly online newsletter, and reported program activities at state-wide conferences.
- Wrote grant proposals, researched new course development, scripted and produced a video demonstrating the history and success of the program, and assisted with meeting accreditation requirements.

NATIONAL COALITION FOR EDUCATIONAL & CULTURAL PROGRAMS, STONEHAM, MASSACHUSETTS 1991 – 2004

FOUNDER/PRESIDENT

- As a non-profit agency, earned recognition as a professional development provider, an agency that granted early childhood continuing education units and a provider of scholarships.
- Developed numerous courses, including instructor teacher education, recruitment and training, grant writing, long range business planning, fiscal development, and establishing business partners.
- Networked within the community to market services, spearheaded the collaboration with Reading Rainbow, resulting in co-sponsorship for a TV program, "Words that Cook! Parenting with Children's Books."
- Created and provided professional training and mentoring for staff, focused on consensus building and conflict resolution, and established a series of distant education early childhood courses, "Preschool Curriculum," "Behavior Management," "Creating Learning Environments," "Supervision and Staff Development," "Time Management and Goal Setting," and "Children with Special Needs."

SALEM STATE COLLEGE, NORTH SHORE COMMUNITY COLLEGE, DANVERS, MASSACHUSETTS 1989 – 2004

VISITING LECTURER

- Instructed graduate and undergraduate-level courses on a continuous basis, utilizing administrative and educational technology during traditional semesters and intensive sessions.

Training & Education

Doctor of Education, Leadership in Higher Education Administration,
University of Massachusetts, Boston, MA (2004)

Infant/Toddler Development Specialist Certificate, University of Central Florida, Orlando, FL (2007)

Master of Arts, Education, Lesley University, Cambridge, MA (1987)

BACHELOR OF ARTS, ENGLISH, MERRIMACK COLLEGE, NORTH ANDOVER, MA (1981)

Healthy Families America- Parent Survey for Community Outreach Core and Supervisors' Training (2019);

Foundations for Family Support Core and Supervisors' Training (2019)

ACERT (Adverse Childhood Experiences Response Team) Training (2019)

2019 Best Practices Conference on Student Behavioral Health (2019)

Know & Tell e-Course, identifying and reporting abuse and neglect (2019)

Trauma-Informed Care & the Pyramid Model, Wellness: Taking Care of Yourself (2019)

Skill Building for Trauma Informed Childcare Practices (2018)

Growing Up ACES: Supporting children ages 0-8 and families experiencing adversity (2018)

Nonviolent Crisis Intervention Training, Certified (2017)

Students' Behavioral Health, New Hampshire School Administrators Association Conference (2019)

"Principals' Academy, Drummond & Woodsum Attorneys at Law, (2018)

Pyramid Model Coach, Certified Trainer, Teaching Pyramid Observation Tool; Prevent, Teach and Reinforce Appropriate Behavior, New Hampshire Department of Education/ CSEFEL (2017, 2018)

Grants

- (2019) Couch Family Foundation, MA, \$23,000.00 to support a collaboration between the SRVRTC and preschool whereby students in the Building and Trades program construct playground materials for preschool.
- (2018) Hannaford Bros, ME, \$750.00 to support nutrition curriculum, including gardening, food groups, portion sizes and healthy choices.
- (2018) Jack and Dorothy Byrnes Foundation, NH, \$5,000.00 to enhance playground accessibility & safety.
- (2017) Jack and Dorothy Byrnes Foundation, NH, \$13,500.00 to create a sensory room for use by preschool, and other district programs, to calm the senses and adjust energy levels to improve focus, mood and behavior.
- (2015) Community Wellness Mini-Grant, New London Hospital, NH \$2,500.00 to purchase commercial equipment for use in preparing healthy snacks for children as part of a new course, Health Safety and Nutrition, which will be required by New Hampshire Child Care Licensing. Locally grown produce will be the focus of food and nutrition education for children based on daily snacks that will be prepared by students and teachers.
- (2012) Project Learning Tree & Eastern New Mexico University College of Education grant award \$2,000.00 to develop a science/nutrition curriculum with materials, in collaboration with students, and make it available throughout New Mexico
- (2011) Daniel's Fund grant award \$8,469.00 to renovate lab school bathrooms
- (Spring 2010) ENMU internal grant award \$700.00 to enhance distance learning
- (2009) New Mexico Department of Health, competitive grant award \$5,000.00 to develop a preschool health and wellness curriculum
- (2008) ENMU internal competitive grant award \$2,925.00 research/teaching/learning
- (2008) ENMU internal competitive grant award \$1,000.00 student success
- (2007-2008) Florida Department of Education (FLDOE) competitive grant award \$264,039.00 for Educator Preparation Institute (EPI) expansion
- (2006-2007) FLDOE grant award \$86,261.00 for EPI continuation
- (2006-2007) FLDOE competitive grant award \$268,650.00 for EPI expansion
- (2005-2006) FLDOE grant award \$54,261.00 for EPI continuation
- (2005-2006) FLDOE competitive grant award \$154,151.00 for EPI start up

Publications

- Edwards, D. & Greata J. (2012). "Administration of Preschool Programs" in *A Handbook of Early Childhood Education*. (pp.175-186). New York, NY: Nova
- Edwards, D. & Greata J. (2012) "Preschool Curriculum" in *A Handbook of Early Childhood Education*. (pp.154-174). New York, NY: Nova
- Edwards, D. *Vic & Tory*: a big book for preschool children featuring ENMU's greyhound mascots. (Spring 2010). Written for use by ENMU's Marketing Department
- Edwards, D, & Ricci G. "Best Practices in Teacher Certification Programs." SACS online journal, premier edition. (Spring 2008).
- Edwards, D. "Testing the Limits: The Impact of Education Reform on Massachusetts Early Childhood Teacher Preparatory Programs in Public Schools of Higher Education." Doctoral Dissertation, *University of Massachusetts Boston*. (September 2004).
- Edwards, D. "Public Factors That Contribute to School Readiness." *Early Childhood Research & Practice*. (Fall 1999) V. 1, N. 2. (<http://ecrp.uiuc.edu/v1n2/edwards.html>).
- Edwards, D. "Sharing the Wealth of Knowledge: Turning Early Childhood Continuing Education Units Into Teaching Tools." *Exchange*. Newsletter of Title I. V.1, N. 2 (Winter 1996).

Melony Lawlor Williams, MA, LCMHC

Summary

- Highly skilled licensed clinician with 9 years of experience working with children, adults and families.
- Experienced treating children and families in multiple setting including residential treatment, outpatient and home-based.
- Passionate about interventions focused on prevention and early intervention strategies.

Certification

Licensed Clinician Mental Health Counselor (NH), # 650

Employment History

10/2005 - Present Clinical Supervisor

TLC Family Resource Center, Claremont, NH

Provide home based services to pregnant women and families with young children. Focus of home visits is attachment, education about fetal and child development, parenting education and connection to community resources. Utilize videotaping as an intervention to improve attachment and co-facilitate Mother's Journal group monthly for agency clients and members of the community. Trained in Child Parent Psychotherapy by Dr. Joy Osofsky and Dr. Patricia Van Horn and facilitate CPP with four families at present, two families being seen for services in their homes. Participate in weekly CPP team supervision with a group of experienced and talented clinicians from the local mental health agency and Dartmouth Hitchcock Medical Center.

3/04- 12/03 Program Coordinator/Clinical Coordinator

Harbour House, Springfield, VT

Coordinated this six bed stabilization unit for children six to sixteen years old who were experiencing mental health crises. Focused on short term interventions as length of stay was 7-10 days. Completed diagnostic evaluations and facilitated individual, group and family therapy sessions as clinically indicated. Case management was a key element in this position and I conducted team meetings on a regular basis, working closely with local mental health agencies as well as Department of Children and Families. I was also responsible for hiring and supervision of employees.

6/02-12/03 Art Therapist/ Child and Family Therapist

Namaqua Center, Loveland, CO

Created the art therapy program at this residential treatment facility for emotionally disturbed children ages three through twelve. Facilitated individual and group art therapy sessions, while also supervising graduate level interns from a local university. As a child and family therapist I worked with a caseload of five children in the residence and their families and also gained experience working with outpatient clients from the community. Additionally, I provided training on sexualized behavior in children to the center's employees after being trained in this

curriculum.

8/01- 6/02 Acute Treatment Unit Clinician

North Range Behavioral Health, Greeley, CO.

Conducted individual and group therapy sessions with mentally ill adults at this short-term inpatient psychiatric center. Completed intake assessments and treatment plans, conducted case management services and attended daily consultations with the psychiatrist to assess patients' medication needs. Also created and facilitated art therapy group interventions aimed at meeting the needs of the population in attendance at the center, which continually shifted.

5/01- 9/03 HeART Talks Program Coordinator

Colorado Heritage Camps, Denver, CO

Assisted in the development of age appropriate therapeutic art interventions for transracially/transculturally adopted children and created a manual about this work. Also implemented these interventions with over 500 transracially/transculturally adopted children per summer at culture camps. Part of this position included speaking with parents about the art sessions as well as discussions about handling adoption issues effectively and empathically.

8/00- 4/01 Family Therapist

Youth and Family Services, Skowhegan, ME

Facilitated intensive home-based therapy sessions for thirteen week intervals with families at risk of losing a child to out of home placement, working with a co-therapist throughout the treatment process. Also provided case management services during treatment and upon discharge. Utilized creative arts interventions when appropriate and beneficial for the clients.

1/98- 9/01 Toddler Teacher

The Elm Tree, Boulder, CO

Implemented developmentally appropriate activities for eleven children ages 18 months to three years old. Created positive relationships with parents that enabled open communication about successes and challenges of their children. Joined the National Association for Education of Young Children and attended annual conferences to gain up to date information about developments in the field.

Education

2000 M.A. Transpersonal Counseling Psychology/ Art Therapy
Naropa University, Boulder, CO

1996 B.A., Art Therapy
Mercyhurst College, Erie, PA

Professional Presentations/Publications

Williams, M. (2010). Child parent psychotherapy at good beginnings: The Sunapee/ Kearsarge League of Women Voters Annual Meeting: Claremont, NH.

Gassett, S., Jameson, K, Williams, M & Van Bremen, J. (2010). Two interventions to promote attachment: Videotaping and mother's journal: New Hampshire Association for Infant Mental Health Conference: Lincoln, NH.

Gasset, S, Williams, M & Van Bremen, J. (2009). Mother's journaling manual. Claremont, NH: Good Beginnings of Sullivan County.

Lawlor, M. (2003). The heart talks manual: A guide to utilizing art therapy techniques with transracially/transculturally adopted children. Denver, CO: Colorado Heritage Camps, Inc.

Farrelly Hansen, M. & Lawlor, M. (2003). "Art therapy support groups for transculturally and/or transracially adopted children" In D. Betts (Ed.), Creative arts therapies approaches in adoption and foster care: Contemporary strategies for working with individuals and families. Springfield, IL: Charles C. Thomas.

Lawlor, M. (2001). Broadening therapeutic boundaries to bring art home: Home based art therapy: American Art Therapy Association Conference: Albuquerque, NM.

Lawlor, M. (2000). Art and meditation in the passageway: A student's internship experience: American Art Therapy Association: St. Louis, MO.

RENE COUITT

OBJECTIVE

To obtain a position in the social services field where I can utilize my skills and training as a support system for children and families. I am a reliable and efficient individual who enjoys working with children and their families.

EXPERIENCE

- 2007-Present TLC Family Resource Center Claremont, NH
Intake Coordinator
- Manage and respond to all referrals received by the agency.
 - Collect, manage and report on agency data, documentation & statistics.
 - Provide training and support to parent educators.
- 1999-2007 Good Beginnings of Sullivan County Claremont, NH
Parent Educator/Assistant Program Director
- Case Manager and Parent Educator for 50 families annually.
 - Program management in absence of Executive Director.
- 1997-1999 Spurvink School Newport, NH
Case Manager-
- Devise and implement treatment plans & goals for students & families.
 - Provide therapeutic intervention for children and families.
 - Coordinate services for children with schools and community agencies.
- 1995-1997 Valley Regional Hospital Claremont, NH
Case Manager
- Conduct assessments and plan treatment goals for at-risk adolescents.
 - Provide home visits including crisis management as needed.
 - Participate in inter-agency collaboration with DCYF and mental health providers
- 1993-1995 Milestones Children's Center Newport, NH
Teacher
- Managed daily routine of classroom for children ages three to five.
 - Collaborated with preschool special education team.
 - Implemented and directed newly established summer program.

EDUCATION

- 1989-1983 Quinnipiac College New Haven, CT
- B.A., Psychology.
 - Graduated Cum Laude.

CERTIFICATIONS

CPR, First Aid and SOLVE.

Karen W. Jameson, M.Ed, RN

Education:

University of Maine, Orono, ME
Bachelor of Science in Animal, Veterinary and Aquatic Sciences May 1991

New Hampshire Community Technical College, Claremont, NH
Associate degree in nursing May 2001

Plymouth State University, NH
M.Ed/ in Health Education – May 2009

Professional Experience:

TLC Family Resource Center

(9/02- present)

Registered Nurse/Lactation Counselor/Home Visiting Coord.: Function as a member of a dynamic team providing comprehensive health and parenting support to pregnant women, children and families. Provides health education and encouragement to ensure the best possible outcomes for infant and mother. Network with other social service agencies.

Valley Regional Hospital, Claremont, NH 03743

(6/01-12/02)

Registered Nurse: Assessed, diagnosed, planned, implemented and evaluated health care strategies for patients in a fast-paced medical and surgical unit.

Planned Parenthood of Northern New England, West Lebanon, NH 03784

(9/94-5/03)

Health care Assistant/ Registered Nurse: Performed a variety of medical, clerical, and administrative functions in a busy health care facility. Responsible for client safety, education and advocacy.

Dartmouth College, Biology Department, Hanover, NH 03755

(1/93-1/94)

Laboratory technician: Directly responsible for the efficient operation of a cell biology research lab. Supervised and trained several undergraduate students, ordered and inventoried supplies, performed various scientific assays. Assisted in grant application process.

Avian farms International, Waterville, ME 04989

(12/91-7/92)

Barn Manager: Independently supervised three employees in the care of 4,000 genetic research chickens. Responsible for barn safety, flock health, record keeping, egg production and egg hatchability. Member of company safety committee.

Holly D. Bee

Summary of Qualifications: Employment experience in the social work/human service field including counseling, case management, assessments, and extensive database knowledge.

Experience:

11/2/12-current TLC Family Resource Center
Parent Educator

Maintained a caseload of program participants involved in Comprehensive Family Support, Parent Aid Program, and HFA(prenatal) program.

Provide parenting education through strengths based nationally recognized curriculum called Growing Great Kids/Growing Great Families.

Collaborate/Communicate with NH DCYF. Complete monthly assessments for Parent Aid Program participants.

1/16/12-10/1/12 Vermont Council On Aging-Senior Solutions
Case Manager

Needs assessments/Community Resources
Case management
Medicaid eligibility.

11/15/10-6/15/11 Hartford School District
Special Education Clerk

Plan, Organize and Coordinate IEP/ TIEP meetings for school district case managers.

Maintain records, files and paperwork

Proficient in Word, Excel, Infinite Campus, Spec Doc

Distribution of meeting discussions and various duties assigned by department

7/6/06-8/1/10

HCS/Home Health Care, Hospice and Community Service
Maternal Child Health Social Worker

Provide assistance to families with Medicaid process, housing and community resources, DCYF collaboration.

Maintained contact and ongoing support to caseload of twenty families

Provide parenting education to families and perform appropriate referrals

Work closely with program nurse to ensure health and wellness of all program participants

Ongoing ability to focus on crisis situations such as housing, food and financial support

Aug 04-Jul 05

The Woodbourne Center/Treatment Foster Care Program
Intake Coordinator/Case Manager

Completed assessments of all incoming referral information to determine appropriate placements for children with emotional and behavioral problems.

Conducted psycho-socials and treatment plan goals for children involved in program.

Worked in collaboration with foster parents to assess and solve ongoing child behavior issues.

Facilitated introductions between foster parents and children to ensure an appropriate match.

Sept 03-Mar 04

Sexual Assault/Spouse Abuse Resource Center, Inc.
Sexual Assault/Domestic Violence Counselor

Responsible for counseling domestic violence and sexual assault program participants on a regular on-going basis.

April 01-Aug 03

Baltimore County Department of Social Services
Young Parent Support Center
Service Coordinator

Academic Background:

Bachelor of Social Work Degree, 1997

University of Vermont
Burlington, VT.

**Started MSW at the University Of Maryland School Of Social Work (completed
24 credit hours)**

Baltimore, MD. (plan on completing at UVM)

High School Diploma, 1993
Hartford High School
White River Jct., VT.

Sarah E. Breisch

Objective

To bring my experience and professionalism to work which will benefit my community.

Education

- B. A. Literature, 2004
- The Thomas More College of Liberal Arts
- Merrimack, NH, and Rome, Italy
- A four-year Humanities cycle studying the politics, philosophy, and literature of the Western Tradition, from the ancient world to the modern.
- A semester spent studying the art and architecture of Rome *in situ*, while completing the usual course load
- Self-directed Junior Project and Senior Thesis, respectively culminating in an in depth-study of the life, works, and impact of an English poet, and 20-page essay on an original topic and an oral presentation.
- Theoretical Mathematics, Biology and Chemistry, including labs

Experience

September 2018 to Present

TLC Family Resource Center, Parent Educator

July 2017 to Present

Kitchen Production Staff, Logistics and Order Fulfillment, Blake Hill Artisan Preserves

- Hands-on involvement in all aspects of production in the kitchen.
- Accurate weighing and measuring of ingredients, checking and maintaining freezer and dry goods inventory.

- Follow sanitation and record keeping protocols, including completion and filing of daily production sheets.
- Quality control and packaging of finished product, archiving products and fulfillment of online orders.

September 2009 to June 2017

Teacher, New England Classical Academy, 18 Central St. Claremont, NH 03743

I have been a classroom teacher for grades 1, 2, 3 and 4. I taught Art and Art History to grades 7 through 12 for one year, and continued to provide Art instruction to the lower grade levels.

- Constructed and implemented curriculum covering all subject areas including music and the fine arts for grades 1 through 4. Integrated creative, dynamic, and differentiated instruction, in order to challenge and engage students according to their ability, with the goal of bringing all students to or above grade level expectations.
- Developed effective classroom management techniques designed to foster the development of students' organizational skills and their character, and to provide a safe and nurturing learning environment.
- Management and curation of instructional and supplemental materials and resources. Researching local resources for field trips and guest instructors, and arranging and leading field trips.
- Record keeping, written and oral communication.

September 2005- June 2009

Instructor, Mother of Divine Grace School, 407 Bryant Circle, Suite B1, Ojai, CA, 93023

- Provided written and verbal tutoring and instruction for homeschooled high school students using the Mother of Divine Grace program.
- The program is a Classical Education-based model, and holds the students to a high standard of comprehension and writing ability. As an Instructor, my duties were to provide editing, grading, coaching, and in-depth discussion and explanation of course materials to students via email and monthly phone calls.
- The subjects I covered were Literature, History, and Grammar. I carried an average of 4 students per school year, with 2 subjects each.

Kristina Smith

Education/Training

2013 Bachelor of Science
Major: Child Development
Colby Sawyer College, New London, NH

Growing Great Kids Prenatal to 36 Months
Standards of Quality for Family Strengthening & Support
Strengthening Families Framework

Experience

Parent Educator, March 2019 – Current
TLC Family Resource Center, Claremont, NH

- ⇒ Provide strength based and relationship focused services to families, including care coordination
- ⇒ Implement home visits to promote healthy family relationships and child development
- ⇒ Teach and model Growing Great Kids curriculum
- ⇒ Help families assess their strengths and concerns
- ⇒ Assist families in developing goals and action steps around the Five Protective Factors
- ⇒ Support families in accessing community resources
- ⇒ Actively contribute to the Parent Support Team
- ⇒ Engage in ongoing professional development and community outreach activities

Lead Teacher Infant Room, August 2015 – September 2018
Children's Center (CCUV), Lebanon, NH

- ⇒ Develop Lesson Plans
- ⇒ Assess children's needs and development
- ⇒ Ensure the safety of all children
- ⇒ Follow licensing regulations
- ⇒ Maintain open communication with parents

Afterschool Site Supervisor, October 2014 – April 2015
Kids after School Time (KAST), Hanover, NH

- ⇒ Supervise staff and children
- ⇒ Plan (Daily schedule and activities)
- ⇒ Ensure the safety of all children
- ⇒ Communicate with parents and staff

Volunteer Experience

Spring 2013, Social Policy Class

Shared oversight and fundraising responsibilities to host an inclusive community event for families with and without special needs.

2011-2012, CHAD, Lebanon, NH

Shared responsibilities in assisting with fundraising activities and helped provide support at the fundraising sites. Worked with the children to create activities and design a fair.

2006-2009, Amateur Athletic Union Basketball Team, Lake Sunapee Region

Served as the Assistant Head Coach. Coached 20 children ages 13-15-years-old. Created/led drills and practices. Shared oversight and responsibilities with the coach and parents in scheduling tournaments.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: TLC Family Resource Center

Name of Program: Comprehensive Family Support Services - RFP-2021-DEHS-02-COMPR

BUDGET PERIOD: SFY 2021				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Diane Edwards	Program Manager	\$68,640	0.00%	\$0
Melony Williams	Clinical Supervisor	\$58,334	17.42%	\$10,164
Rene Couitt	Family Assessment Worker/Intake Coordinator	\$57,304	39.74%	\$22,771
Karen Jameson	Registered Nurse	\$53,382	45.07%	\$24,057
Parent Educator #1	VACANT	\$28,080	100.00%	\$28,080
Parent Educator #2	VACANT	\$37,440	50.00%	\$18,720
Parent Educator #3	Holly Bee	\$44,158	100.00%	\$44,158
Parent Educator #4	Elizabeth Morse-Boynton	\$42,432	50.00%	\$21,216
Parent Educator #5	Sarah Breisch	\$36,037	27.03%	\$9,740
Parent Educator #6	Kristina Smith	\$38,189	100.00%	\$38,189
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$217,095

BUDGET PERIOD: SFY 2022				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Diane Edwards	Program Manager	\$70,013	0.00%	\$0
Melony Williams	Clinical Supervisor	\$59,511	17.42%	\$10,367
Rene Couitt	Family Assessment Worker/Intake Coordinator	\$58,451	39.73%	\$23,225
Karen Jameson	Registered Nurse	\$54,452	45.06%	\$24,535
Parent Educator #1	VACANT	\$28,642	100.00%	\$28,642
Parent Educator #2	VACANT	\$38,189	50.00%	\$19,094
Parent Educator #3	Holly Bee	\$45,040	100.00%	\$45,040
Parent Educator #4	Elizabeth Morse-Boynton	\$43,281	50.00%	\$21,640
Parent Educator #5	Sarah Breisch	\$29,799	33.34%	\$9,934
Parent Educator #6	Kristina Smith	\$38,952	100.00%	\$38,952
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$221,429

BUDGET PERIOD: SFY 2023				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Diane Edwards	Program Manager	\$71,413	42.15%	\$30,103
Melony Williams	Clinical Supervisor	\$60,695	17.42%	\$10,574
Rene Couitt	Family Assessment Worker/Intake Coordinator	\$59,620	30.12%	\$17,955
Karen Jameson	Registered Nurse	\$55,542	41.17%	\$22,866
Parent Educator #1	VACANT	\$29,219	100.00%	\$29,219
Parent Educator #2	VACANT	\$38,958	49.90%	\$19,439
Parent Educator #3	Holly Bee	\$45,926	100.00%	\$45,926
Parent Educator #4	Elizabeth Morse-Boynton	\$44,138	50.00%	\$22,069
Parent Educator #5	Sarah Breisch	\$30,395	33.33%	\$10,130
Parent Educator #6	Kristina Smith	\$39,728	100.00%	\$39,728
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$248,009

BUDGET PERIOD: SFY 2024				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Diane Edwards	Program Manager	\$72,841	41.33%	\$30,103
Melony Williams	Clinical Supervisor	\$61,915	8.93%	\$5,532
Rene Couitt	Family Assessment Worker/Intake Coordinator	\$60,798	30.12%	\$18,312
Karen Jameson	Registered Nurse	\$56,644	40.30%	\$22,826
Parent Educator #1	VACANT	\$29,796	100.00%	\$29,796
Parent Educator #2	VACANT	\$39,728	50.00%	\$19,864
Parent Educator #3	Holly Bee	\$46,844	100.00%	\$46,844
Parent Educator #4	Elizabeth Morse-Boynton	\$45,020	50.00%	\$22,510
Parent Educator #5	Sarah Breisch	\$31,001	33.33%	\$10,332
Parent Educator #6	Kristina Smith	\$40,523	100.00%	\$40,523
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$246,642

Subject: Comprehensive Family Support Services (RFP-2021-DEHS-01-COMPR-06)

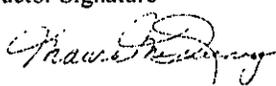
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name VNA at HCS, Inc.</p>		<p>1.4 Contractor Address 312 Marlboro Street Keene, NH, 03431</p>	
<p>1.5 Contractor Phone Number (603) 352-2253</p>	<p>1.6 Account Number 05-095-042-421010-29680000-102-500734, 05-095-042-421010-29730000-102-500734, 05-095-042-421010-29660000-102-500734 05-095-045-450010-61270000-102-500731 05-095-045-450010-61460000-502-500891, 05-095-090-902010-51900000-102-500731, 05-095-042-421010-29580000-645-504004</p>	<p>1.7 Completion Date June 30, 2024</p>	<p>1.8 Price Limitation \$1,156,692</p>
<p>1.9 Contracting Officer for State Agency Nathan D. White, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature  Date: 6/22/2020</p>		<p>1.12 Name and Title of Contractor Signatory Maura McQueeney, President/CEO</p>	
<p>1.13 State Agency Signature</p>		<p>1.14 Name and Title of State Agency Signatory</p>	

<i>Christine Santaniello</i> Date: 6/25/20	Christine Santaniello, Director, DEHS
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____	
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: <i>/s/Christen Lavers</i> On: 6/28/20	
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____	

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020. ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



Scope of Services

1. Statement of Work

1.1. General Services

- 1.1.1. The Contractor shall provide services to pregnant and parenting women as well as other families with children up to eighteen (18) years of age who:
 - 1.1.1.1. Are at risk for experiencing difficulty with:
 - 1.1.1.1.1. Pregnancy.
 - 1.1.1.1.2. Health and nutrition.
 - 1.1.1.1.3. Education and employment.
 - 1.1.1.1.4. Parenting challenges.
 - 1.1.1.1.5. Social isolation.
 - 1.1.1.1.6. Substance use disorders.
 - 1.1.1.1.7. Mental health events.
 - 1.1.1.2. Are at risk for child abuse and neglect;
 - 1.1.1.3. Are perinatal families of substance-exposed infants.
 - 1.1.1.4. Seek Comprehensive Family Support Services (CFSS) in a voluntary manner.
- 1.1.2. For the purposes of this agreement, all references to days shall mean business days.
- 1.1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 7:30 AM to 5:00 PM, excluding state and federal holidays.
- 1.1.4. The Contractor shall provide services at 312 Marlboro Street, Keene NH and other locations, as mutually agreed upon between the Contractor and the client, including during hours that accommodate families who may have non-traditional schedules or hours. within the Department of Health and Human Services Keene District Office Catchment Area.
- 1.1.5. The Contractor shall maintain the designation of a Qualified Family Resource Center (FRC-Q) and continue to work collaboratively with the Department to ensure a system of statewide CFSS, which includes, but is not limited to attending quarterly meetings for CFSS, as scheduled by the Department.
- 1.1.6. The Contractor shall provide voluntary CFSS to parents who may be experiencing social, emotional, physical and mental health events

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that interfere with their ability to parent their children. The Contractor shall provide CFSS in a flexible and integrated approach that provides support services to families in three stages:

- 1.1.6.1. Prevention.
- 1.1.6.2. Early intervention.
- 1.1.6.3. Crisis.
- 1.1.7. The Contractor shall support the empowerment of families as advocates for themselves and their children by facilitating collaboration between communities and families to develop a comprehensive array of local, family-centered and culturally informed services.
- 1.1.8. The Contractor shall perform outreach to individuals and families through activities that may include, but are not limited to:
 - 1.1.8.1. Sending reminders to referral sources.
 - 1.1.8.2. Making community connections with community resources that may include, but are limited to:
 - 1.1.8.2.1. Libraries.
 - 1.1.8.2.2. Schools
 - 1.1.8.2.3. Town welfare offices.
 - 1.1.8.3. Utilizing the Family Resource Center Facebook page to engage referral sources, families and community members.
 - 1.1.8.4. Developing and providing local newspapers and radio stations with press releases and community calendars of events.
- 1.1.9. The Contractor shall facilitate identification and evaluation of programs and services available to families experiencing conditions that may include, but are not limited to:
 - 1.1.9.1. A previous or current founded, or unfounded, child protective services report.
 - 1.1.9.2. Having a child who has a low birth weight and neuro developmental delays.
 - 1.1.9.3. A history of, or current, parental or caregiver substance abuse.
 - 1.1.9.4. A history of, or current, mental health concerns relative to the parent, caregiver, or child(ren).

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- 1.1.9.5. Having income at or below 300% of the Federal Poverty Level.
- 1.1.9.6. Family history of domestic violence.
- 1.1.9.7. Child's insecure attachment in early years.
- 1.1.9.8. Pregnancy; birth of a child within the past twelve (12) months; birth of an additional child within the next six (6) months; birth or expected birth of a child with special healthcare needs.
- 1.1.9.9. Pregnant individuals with prenatal substance use concerns and families with substance exposed infants.
- 1.1.9.10. Having more than one (1) child under the age of three (3) years.
- 1.1.9.11. Physical or social isolation or any other factors that contribute to unhealthy social and emotional outcomes.
- 1.1.9.12. Home conditions presenting a health and/or safety risk to family members.
- 1.1.9.13. Child or family with chronic health, behavioral or developmental issues with impacts parenting.
- 1.1.9.14. Ages and Stages Questionnaire (ASQ) and Ages and Stages Questionnaire Social Emotional (ASQ-SE) results that indicate developmental delays.
- 1.1.9.15. Families impacted by traumatic events.
- 1.1.9.16. Receiving Temporary Assistance to Needy Families (TANF) cash assistance or any of the Medicaid options.
- 1.1.9.17. Substance Use Disorder services.
- 1.1.10. The Contractor shall ensure services are multigenerational; trauma-informed; culturally responsive; strengths-based; and focused on empowering families. The Contractor shall ensure:
 - 1.1.10.1. Service activities include, but are not limited to providing:
 - 1.1.10.1.1. Evidence-based practices, where available.
 - 1.1.10.1.2. Education and direct services that support parent and child wellbeing.
 - 1.1.10.1.3. Case management.
 - 1.1.10.1.4. Access to a broad array of resources and referrals to respond to each family's needs, as appropriate.



- 1.1.10.2. Services are delivered in an environment appropriate to the needs and convenience of the clients, which may include, but are not limited to:
 - 1.1.10.2.1. Home-visiting services.
 - 1.1.10.2.2. Community-based visits.
 - 1.1.10.2.3. Parenting groups.
 - 1.1.10.2.4. Workshops.
 - 1.1.10.2.5. Playgroups.

1.2. Assessments and Referrals

- 1.2.1. The Contractor shall accept referrals from hospitals and medical centers for clients who have a Plan of Safe Care, which may include, but are not limited to:
 - 1.2.1.1. Cheshire Medical Center.
 - 1.2.1.2. Dartmouth Hitchcock Keene.
 - 1.2.1.3. Monadnock Community Health.
 - 1.2.1.4. Brattleboro Memorial Hospital.
 - 1.2.1.5. Monadnock Birthing Center.
- 1.2.2. The Contractor shall assist pregnant and postpartum women with developing a Plan of Safe Care in collaboration with medical providers. The Contractor shall:
 - 1.2.2.1. Provide early intervention for at risk pregnant and parenting families.
 - 1.2.2.2. Prioritize pregnant parents with substance use disorder for support and assignment.
- 1.2.3. The Contractor shall complete a Family Assessment utilizing the Protective Factors Survey, 2nd Edition (PFS-2) for each family referred for services in order to:
 - 1.2.3.1. Identify risk factors;
 - 1.2.3.2. Determine appropriate CFSS; and
 - 1.2.3.3. Provide appropriate CFSS.
- 1.2.4. The Contractor shall ensure that each family is provided with an Individual Service Plan (ISP) that addresses and targets barriers to receiving education and support services, which may include but are not limited to:
 - 1.2.4.1. Parent education and support;

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- 1.2.4.2. Family mentoring and advocacy;
 - 1.2.4.3. Medical and health education;
 - 1.2.4.4. Early childhood education;
 - 1.2.4.5. Literacy education and support; and
 - 1.2.4.6. Life skills training.
- 1.2.5. The Contractor shall provide referrals to appropriate community-based services and other resources that support families in their home communities, which may include, but are not limited to:
- 1.2.5.1. Child Care Aware of New Hampshire.
 - 1.2.5.2. The Department of Health and Human Services District Offices for assistance with program eligibility determination.
 - 1.2.5.3. Special Medicaid Services, including Family Centered Early Supports and Services (FCESS).
 - 1.2.5.4. Family violence prevention agencies.
 - 1.2.5.5. Mental health services.
 - 1.2.5.6. Nutrition education and healthy foods.
 - 1.2.5.7. Instructional money management.
 - 1.2.5.8. Smoking cessation programs, including referrals to QuitWorks-NH.
 - 1.2.5.9. Women, Infants and Children (WIC) Nutrition programs for access to breastfeeding supports, nutritional education, and healthy foods.
 - 1.2.5.10. Independent living programs.
 - 1.2.5.11. Adult education.
 - 1.2.5.12. Literacy education.
 - 1.2.5.13. Employment services.
 - 1.2.5.14. Vocational rehabilitation services.
 - 1.2.5.15. NH Employment Security.
 - 1.2.5.16. Local medical resources, including but not limited to:
 - 1.2.5.16.1. Pediatricians.
 - 1.2.5.16.2. Obstetrician.
 - 1.2.5.16.3. Primary Care providers throughout state including but not limited to:

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- 1.2.5.16.3.1. Well sense.
- 1.2.5.16.3.2. NH Healthy Families.
- 1.2.5.16.3.3. Medicaid.
- 1.2.5.16.3.4. Private health insurance.
- 1.2.6. The Contractor shall provide referrals to the local SAU special education department for programs, as appropriate, that include but are not limited to:
 - 1.2.6.1. Free and reduced lunch.
 - 1.2.6.2. Summer camps for children who are impoverished and/or have a developmental disability.
 - 1.2.6.3. Holiday gift giving programs.
 - 1.2.6.4. Developmental and family support programs.
 - 1.2.6.5. The Door Way.
 - 1.2.6.6. Strength to Succeed.
 - 1.2.6.7. Kinship Navigation services.
 - 1.2.6.8. Caregiver support groups.
 - 1.2.6.9. Community events.
 - 1.2.6.10. Healthy Families America.
- 1.2.7. The Contractor shall ensure that families with children up to six (6) years of age are screened and participate in the Watch Me Grow Program. The Contractor shall:
 - 1.2.7.1. Distribute the Learn the Signs, Act Early materials;
 - 1.2.7.2. Report the number of families who received developmental screening education materials;
 - 1.2.7.3. Provide developmental and social emotional screenings for children ages one (1) month through five (5) years; and
 - 1.2.7.4. Report the number of families that received an ASQ-3 and ASQ-SE- screener.
- 1.2.8. The Contractor shall administer the Watch Me Grow curriculum/program/services in accordance with the Watch Me Grow guidelines.

1.3. Home Visiting Services

- 1.3.1. The Contractor shall provide home visiting services that are respectful of families' cultures and values while building on their strengths, being

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responsive to their needs, and ensuring voluntary participation of the families served. The Contractor shall ensure services include, but are not limited to:

- 1.3.1.1. Working with program participants to develop comprehensive goals to improve economic self-sufficiency by assisting parents developing a vision for the future that includes, but is not limited to:
 - 1.3.1.1.1. Planning future pregnancies.
 - 1.3.1.1.2. Continuing education.
 - 1.3.1.1.3. Finding and maintaining employment.
 - 1.3.1.1.4. Increasing Protective Factors of the family.
 - 1.3.1.1.5. Obtaining secure housing.
 - 1.3.1.1.6. Accessing community services.
 - 1.3.1.1.7. Accessing parental education on topics that include, but are not limited to:
 - 1.3.1.1.7.1. Child development.
 - 1.3.1.1.7.2. Child behavior.
 - 1.3.1.1.7.3. Child health.
 - 1.3.1.1.7.4. Coping and problem solving skills.
 - 1.3.1.1.7.5. Safety.
 - 1.3.1.1.7.6. Parenting skills.
- 1.3.1.2. Providing standardized smoking cessation education and referrals, as appropriate, in order to increase the number of women who quit smoking.
- 1.3.1.3. Providing information to pregnant women relative to the importance of receiving consistent prenatal health care that results in healthy pregnancies and birth outcomes.
- 1.3.1.4. Providing information that promotes parent-child attachments that mitigate child maltreatment.
- 1.3.1.5. Providing education regarding the importance of primary care services for the family, including access to reproductive health care, timely immunizations, increased child safety, and the establishment of a medical home. The Contractor shall work to ensure:
 - 1.3.1.5.1. All women have access to formal, validated screening for prenatal and postpartum depression.

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- 1.3.1.5.2. All women who screen positive for maternal depression are referred to follow-up treatment, as appropriate.
- 1.3.1.5.3. All participants are enrolled in primary care physician services.
- 1.3.1.5.4. Improvement in family health and functioning.
- 1.3.2. The Contractor shall provide home visiting services, utilizing evidence based approaches and training programs that include, but are not limited to:
 - 1.3.2.1. Growing Great Kids curriculum for parents of children up to five (5) years of age.
 - 1.3.2.2. Growing Great Families curriculum.
 - 1.3.2.3. Parents-as-Teachers curriculum.
 - 1.3.2.4. Positive Solutions for Families curriculum;
 - 1.3.2.5. SAMSHA's Anger Management curriculum, as appropriate.
 - 1.3.2.6. Circle of Security curriculum.
 - 1.3.2.7. Motivational interviewing.
 - 1.3.2.8. Reflective supervision.
- 1.3.3. The Contractor shall provide home visiting services and classes at a variety of times, which include early evenings, weekends, mornings and afternoons.
- 1.3.4. The Contractor shall provide meeting space in a community setting in instances in which the family may not feel comfortable meeting at their residence.
- 1.3.5. The Contractor shall ensure families have access to meetings in a manner that ensures safety for both the Family Resource Center staff and the families served by training the families how to utilize web-based meeting methods that include, but are not limited to:
 - 1.3.5.1. Zoom
 - 1.3.5.2. Google Classroom.
- 1.3.6. The Contractor shall ensure that the privacy of individuals served is maintained in any instance in which web-based meeting methods are utilized.

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- 1.3.7. The Contractor shall ensure additional supports are provided to families during academic and routine changes, which may include, but are not limited to:
- 1.3.7.1. Delivering hard copies of applications for support services.
 - 1.3.7.2. Emotional learning activities.
 - 1.3.7.3. Gas cards.
 - 1.3.7.4. Phone cards.
 - 1.3.7.5. Data cards.
- 1.3.8. The Contractor shall provide a Parent Leadership Certificate course to parents and/or caregivers, as needed, in order to develop leadership skills and facilitate opportunities for using specific skills in their community.
- 1.3.9. The Contractor shall evaluate the progress of both parents and caregivers, as well as the performance of the programs and services provided.

1.4. Workshops and Support Groups

- 1.4.1. The Contractor shall provide the Circle of Security, caregivers support group to families, to assist caregivers in developing healthy relationships with their young children.
- 1.4.2. The Contractor shall provide, as appropriate, an Intergenerational Playgroup located at the Castle Center Adult Day program in order for children to interact with the elderly community.

1.5. Staffing

- 1.5.1. The Contractor shall require all staff, subcontractors, and volunteers who have contact with children complete a criminal background check and central registry check.
- 1.5.2. The Contract shall ensure staff who drive as part of their job duties maintain a valid driver's license.
- 1.5.3. The Contractor shall ensure staff are trained in:
- 1.5.3.1. The principles of family support;
 - 1.5.3.2. Maternal and child health;
 - 1.5.3.3. The child welfare system with concentrations in service array; and
 - 1.5.3.4. Working in multidisciplinary teams.
- 1.5.4. The Contractor shall demonstrate on-going staff enrichment and development in areas that include, but are not limited to:

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- 1.5.4.1. Skills needed to address the ethnic and cultural needs, resources, and assets of the community;
- 1.5.4.2. Exercising empathy, with an understanding of family stressors, for parents and families receiving services; and
- 1.5.4.3. Effective home visiting and reporting practices.
- 1.5.5. The Contractor shall ensure staff includes, at a minimum, a Program Director who works the minimum of a .5 Full Time Employee (FTE) and an appropriate number of Paraprofessional Home Visitors, necessary to implement the program.
- 1.5.6. The Contractor shall ensure the Program Director has experience and education that include, but are not limited to:
 - 1.5.6.1. A Master's degree in social work, counseling, nursing, public health or a related field, and
 - 1.5.6.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.5.6.3. A Bachelor's degree in social work, counseling, nursing, public health or related field; and
 - 1.5.6.4. Five (5) years of experience working with families and children in a social service, home health or other early childhood program setting, some of which shall have been in a supervisory capacity.
- 1.5.7. The Contractor shall ensure Paraprofessional Home Visitors have, experience and education that include, but are not limited to:
 - 1.5.7.1. A Bachelor's degree in social work, counseling, nursing, human services, early childhood education or a relate field; and
 - 1.5.7.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting.
- 1.5.8. The Contractor shall ensure a minimum of one (1) Home Visitor and the Home Visitor Supervisor are trained in either Growing Great Kids or Parents as Teachers curriculum and follow the Growing Great Kids requirements within six (6) months of the contract effective date.
- 1.5.9. The Contractor shall designate a staff person as the liaison for all programmatic correspondence between the Department and the Contractor, ensuring timely communication on topics that include, but are not limited to:

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- 1.5.9.1. Clinical updates.
- 1.5.9.2. Program announcements.
- 1.5.9.3. Changes, errors, and requests.
- 1.5.10. The Contractor shall ensure all staff receive training on appropriate and effective referral methods, including but not limited to:
 - 1.5.10.1. After school programs.
 - 1.5.10.2. Collaboration with SAU, teachers and guidance departments.
- 1.5.11. The Contractor shall ensure staff consists of individuals having diverse ages, genders, religions, ethnicities and cultural backgrounds in order to form positive and relatable relationships with families.
- 1.5.12. The Contractor shall ensure all staff are fully trained in the Standards of Quality training and recertification prior to and while providing services to families.
- 1.5.13. The Contractor shall ensure all staff is trained in curriculums including but not limited to:
 - 1.5.13.1. Bright Futures curriculum.
 - 1.5.13.2. Nurturing Families and Nurturing Parents.
 - 1.5.13.3. Centers of Disease Control and Prevention research.
 - 1.5.13.4. American Academy of Pediatrics.
- 1.5.14. The Contractor shall develop a Community of Practice events to ensure there are relevant professional development opportunities. Topics include but are not limited to:
 - 1.5.14.1. Understanding of family dynamics
 - 1.5.14.2. Child Development
 - 1.5.14.3. Home Visitor safety
 - 1.5.14.4. Goal planning
 - 1.5.14.5. Communication to educate and improve home visiting practice

1.6. Relevant Laws, Policies and Guidelines

- 1.6.1. The Contractor shall be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

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- 1.6.2. The Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130:A, Lead Paint Poisoning and Control.
- 1.6.3. The Contractor shall participate and coordinate 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.
- 1.6.4. The Contractor shall promote immunizations, in accordance with NH RSA 141-C and the Immunization Rules promulgated thereunder.
- 1.6.5. The Contractor's program services shall meet the requirements of Sec. 401 (a)(3) of the 42USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF, which indicates one of the purposes 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.
- 1.6.6. The Contractor shall comply with confidentiality provisions of RSA 170-G: 8-a. All information regarding the Department's clients, client families, foster families, and other involved individuals, is strictly confidential and shall not be discussed with anyone except the Department's personnel in the performance of contracted services.
- 1.6.7. The Contractor shall maintain the confidentiality of all clients and use client information only for program administration purposes and evaluation, ensuring the following, including but not limited to:
 - 1.6.7.1. All staff and subcontractor(s) understand that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
 - 1.6.7.2. All staff and subcontractor(s) adhere to the standards and confidentiality policies of the organization.
 - 1.6.7.3. Receipt of public assistance and other confidential information shared shall be shared only as part of the medical record and only with the properly signed release of information from the client.
- 1.6.8. The Contractor shall, for purposes of program evaluation and/or continuous quality improvement, report personally identifiable health data to the Department as requested, for all clients served under the resulting contract.

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EXHIBIT B



- 1.6.9. The Contractor shall obtain any authorizations for release of information from the clients that are necessary to comply with federal and state laws and regulations.
- 1.6.10. The Contractor shall provide all forms developed for authorization for release of information to the Department shall prior to use.
- 1.6.11. The Contractor shall adhere to the legal requirements governing human subjects' research if considering using program participants for clinical or sociological research purposes.
- 1.6.12. The Contractor shall inform the Division of Public Health Services prior to initiating any research related to the resulting contract.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports highlighting the program activities no later than the fifteenth (15th) day of the month following the reporting period, with the first report due no later than October 15, 2020. The Contractor shall ensure quarterly reports include, but are not limited to:
 - 3.1.1. The progress in achieving the stated outcomes.
 - 3.1.2. Feedback from families as to the effectiveness and satisfaction of the contracted services.
- 3.2. The Contractor shall submit an annual report to the Department no later than July 31st of each contract year, with the first report due on July 31, 2021. The Contractor shall ensure annual reports include, but are not limited to:
 - 3.2.1. Information regarding accomplishments and activities for the program.
 - 3.2.2. Recommendations for service development and outcomes.
 - 3.2.3. Systemic barriers experienced.

Contractor Initials 

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Comprehensive Family Support Services
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- 3.2.4. Family satisfaction survey results.
- 3.3. The Contractor shall enter data into the Welligent System within thirty (30) days from receiving the data, ensuring data includes, but is not limited to:
 - 3.3.1. Encrypted client identifier; first two initials of the first name, first three initials of the last name.
 - 3.3.2. Gender.
 - 3.3.3. Date of Birth.
 - 3.3.4. Race.
 - 3.3.5. Ethnicity.
 - 3.3.6. Date of Screening.
 - 3.3.7. Which month Ages and Stages Questionnaire (ASQ) was administered.
 - 3.3.8. Recheck.
 - 3.3.9. Referred
 - 3.3.10. Receiving services.
 - 3.3.11. Screening score.
 - 3.3.12. Consent signed to notify Primary Care Physician (PCP).
 - 3.3.13. Date the screen was sent to the client's PCP.
- 3.4. The Contractor shall collaborate with the Department to provide requested information relative to program evaluation and other information, as needed, to meet Department goals and requirements and provide information to different Divisions within the Department that include, but are not limited to the:
 - 3.4.1. Division for Children, Youth and Families.
 - 3.4.2. Division of Public Health Services.
 - 3.4.3. Division of Economic and Housing Stability.
- 3.5. The Contractor shall maintain a Family Service Record, as provided by the Department, on each family in compliance with all Health Insurance Portability and Accountability Act (HIPAA), Privacy Rules. The Contractor shall ensure the Family Service Record includes, but not be limited to:
 - 3.5.1. Source of referral.
 - 3.5.2. Referral information.
 - 3.5.3. Release of information form.
 - 3.5.4. Family assessment.
 - 3.5.5. Child/Family services plan.

Contractor Initials 

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Comprehensive Family Support Services
EXHIBIT B



- 3.5.6. Case contact log.
 - 3.5.7. Receipt of health care.
 - 3.5.8. Linkages with prenatal/primary care and visit schedule as outlined in the American Academy of Pediatrics, "Recommendations for Preventative Pediatric Health Care" schedule.
 - 3.5.9. Progress notes.
 - 3.5.10. Child care utilization and billing information.
 - 3.5.11. Case closure report.
- 3.6. The Contractor shall ensure Family Service Records are summarized and entered into the Quick Base in real-time.

4. Performance Measures

- 4.1. The Contractor shall ensure consumer satisfaction data indicates a minimum of 80% favorable rating.
- 4.2. The Contractor shall sustain 100% screening of family participation in the Watch Me Grow Program in families with children up to six (6) years of age.
- 4.3. The Contractor shall work collaboratively with the Department to ensure evidence-based strategies are used and appropriate metrics are tracked for specific programs and sub-populations.
- 4.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.5. The Contractor shall track a range of performance improvement topics that include, but are not limited to:
 - 4.5.1. Increasing outreach to high-risk populations;
 - 4.5.2. Increasing the share of referred families who enroll in services;
 - 4.5.3. Increasing service completion dates; and
 - 4.5.4. Evaluating long-term program outcomes.
- 4.6. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.7. The Contractor shall collect and share data with the Department in a format specified by the Department, where applicable.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. The Contractor agrees that, to the extent future state or federal

Contractor Initials *AS*



legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

- 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

- 5.3.1. 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, "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."
- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income

Contractor Initials 

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



received or collected by the Contractor.

- 6.1.2. All records shall 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.
- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
- 6.1.4. Medical records on each patient/recipient of services.
- 6.2. 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. 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.

New Hampshire Department of Health and Human Services
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EXHIBIT C



Payment Terms

1. This Agreement is funded by:
 - 1.1. 1.37% by the US Department of Health and Human Services, Administrations on Children, Youth and Families, Child Welfare Social Services, Title IV-B, Subpart 1, of the Social Security Act, CFDA 93.645, FAIN# 2001NHCWSS.
 - 1.2. 6.74% by the US Department of Health and Human Services, Administration for Children & Families, Administration on Children, Youth and Families, Promoting Safe and Stable Families, CFDA 93.556, FAIN# 2001FPSS.
 - 1.3. 23.23% by the US Department of Health and Human Services, Administration for Children & Families, Title XX Grants, SSBG – Social Services Block Grant, CFDA 93.667, FAIN# 2001NHSOSR.
 - 1.4. 55.65%, by the US Department of Health and Human Services, Temporary Assistance for Needy Families, CFDA 93.558, FAIN# 19NHTANF.
 - 1.5. 1.80% by the US Department of Health and Human Services, Maternal and Child Health Services Block Grant, CFDA 93.994, FAIN# 90CA1858.
 - 1.6. 11.21% General Funds
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Sub-recipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, through Exhibit C-4, Budget Sheets.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to BFainvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301



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



6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year,



New Hampshire Department of Health and Human Services
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EXHIBIT C



conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. 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.

Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name VNA at HCS, Inc.

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR

Budget Period: SFY 2021 (7/1/2020 TO 6/30/21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 202,000.00	\$ 8,000.00	\$ 210,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 200,000.00	\$ 8,000.00	\$ 208,000.00
2. Employee Benefits	\$ 50,000.00	\$ 2,000.00	\$ 52,000.00	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 2,000.00	\$ 52,000.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 1,573.00	\$ -	\$ 1,573.00	\$ -	\$ -	\$ -	\$ 1,573.00	\$ -	\$ 1,573.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
6. Travel	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
7. Occupancy	\$ 15,625.51	\$ -	\$ 15,000.00	\$ 625.16	\$ -	\$ 625.16	\$ 15,000.35	\$ -	\$ 14,374.84
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 281,798.51	\$ 10,000.00	\$ 291,798.51	\$ 2,625.16	\$ -	\$ 2,625.16	\$ 279,173.35	\$ 10,000.00	\$ 289,173.35

Indirect As A Percent of Direct

3.6%

Exhibit C-2, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name VNA at HCS, Inc.

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR

Budget Period: SFY 2022 (7/1/2021 TO 6/30/22)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 202,000.00	\$ 8,000.00	\$ 210,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 200,000.00	\$ 8,000.00	\$ 208,000.00
2. Employee Benefits	\$ 50,000.00	\$ 2,000.00	\$ 52,000.00	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 2,000.00	\$ 52,000.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 1,573.00	\$ -	\$ 1,573.00	\$ -	\$ -	\$ -	\$ 1,573.00	\$ -	\$ 1,573.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
6. Travel	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
7. Occupancy	\$ 15,625.51	\$ -	\$ 15,625.51	\$ 625.16	\$ -	\$ 625.16	\$ 15,000.35	\$ -	\$ 15,000.35
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 281,798.51	\$ 10,000.00	\$ 291,798.51	\$ 2,625.16	\$ -	\$ 2,625.16	\$ 279,173.35	\$ 10,000.00	\$ 289,173.35

Indirect As A Percent of Direct

3.5%

Exhibit C-3, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name VNA at HCS, Inc.

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR

Budget Period: SFY 2023 (7/1/2022 TO 6/30/23)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 202,000.00	\$ 8,000.00	\$ 210,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 200,000.00	\$ 8,000.00	\$ 208,000.00
2. Employee Benefits	\$ 50,000.00	\$ 2,000.00	\$ 52,000.00	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 2,000.00	\$ 52,000.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 1,573.00	\$ -	\$ 1,573.00	\$ -	\$ -	\$ -	\$ 1,573.00	\$ -	\$ 1,573.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
6. Travel	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
7. Occupancy	\$ 15,625.51	\$ -	\$ 15,625.51	\$ 625.16	\$ -	\$ 625.16	\$ 15,000.35	\$ -	\$ 15,000.35
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 281,798.51	\$ 10,000.00	\$ 291,798.51	\$ 2,625.16	\$ -	\$ 2,625.16	\$ 279,173.35	\$ 10,000.00	\$ 289,173.35

Indirect As A Percent of Direct

3.5%

New Hampshire Department of Health and Human Services

Contractor name VNA at HCS, Inc.

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR

Budget Period: SFY 2024 (7/1/2023 TO 6/30/24)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 202,000.00	\$ 8,000.00	\$ 210,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 200,000.00	\$ 8,000.00	\$ 208,000.00
2. Employee Benefits	\$ 50,000.00	\$ 2,000.00	\$ 52,000.00	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 2,000.00	\$ 52,000.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 1,573.00	\$ -	\$ 1,573.00	\$ -	\$ -	\$ -	\$ 1,573.00	\$ -	\$ 1,573.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
6. Travel	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ 8,000.00
7. Occupancy	\$ 15,625.51	\$ -	\$ 15,625.51	\$ 625.16	\$ -	\$ 625.16	\$ 15,000.35	\$ -	\$ 15,000.35
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 281,798.51	\$ 10,000.00	\$ 291,798.51	\$ 2,625.16	\$ -	\$ 2,625.16	\$ 279,173.35	\$ 10,000.00	\$ 289,173.35

Indirect As A Percent of Direct 3.5%



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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 GRANTEEES 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.

Vendor Name: VNA at HCS, Inc.

6/22/2020

Date

Name: Maura McQueeney
Title: President/CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: VNA at HCS, Inc.

6/22/2020

Date

Name: Maura McQueaney

Title: President/CEO



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

The Vendor 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.

Vendor Name: VNA at HCS, Inc.

6/22/2020
Date

Name: Maura McQueeney
Title: President/CEO



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

The Vendor 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:

Vendor 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

Vendor Initials 

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: VNA at HCS, Inc.

A handwritten signature in cursive script, appearing to read "Maura McQueeney".

6/22/2020

Date

Name: Maura McQueeney

Title: President/CEO

Exhibit G

Vendor Initials

Handwritten initials, possibly "MM", inside a small circle.

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The Vendor 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 Vendor 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.

Vendor Name: VNA at HCS, Inc.

A handwritten signature in cursive script, appearing to read "Maura McQueeney".

6/22/2020

Date

Name: Maura McQueeney

Title: President/CEO



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services

The State

Christine Santaniello

Signature of Authorized Representative

Christine Santaniello

Name of Authorized Representative

Director, DEHS

Title of Authorized Representative

June 25, 2020

Date

VNA at HCS, Inc.

Name of the Contractor

Maura McQueeney

Signature of Authorized Representative

Maura McQueeney

Name of Authorized Representative

President/CEO

Title of Authorized Representative

6/22/2020

Date

MR



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

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

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

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

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

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

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

Contractor Name: VNA at HCS, Inc.

6/22/2020

Date

Name: Maura McQueency
Title: President/CEO



FORM A

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

1. The DUNS number for your entity is: 789861421
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: _____



A. Definitions

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

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

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

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



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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





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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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Exhibit K

DHHS Information Security Requirements

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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



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



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

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





Exhibit K

DHHS Information Security Requirements

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

Handwritten initials in blue ink, possibly "AD", written over a horizontal line.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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State of New Hampshire

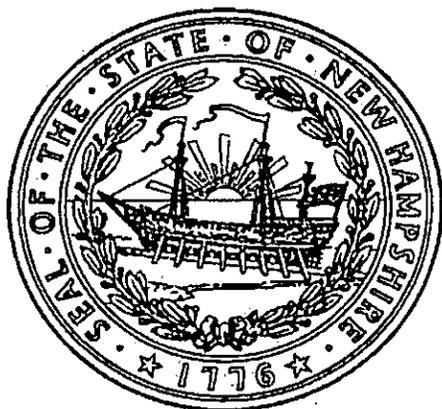
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VNA AT HCS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 18, 1981. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 67798

Certificate Number: 0004882946



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Julie Greenwood, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of VNA at HCS.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 13, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Maura McQueeney, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of VNA at HCS to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: June 22, 2020



Signature of Elected Officer
Name: Julie E. Greenwood
Title: Chair of the Board of Directors



HOMEHEA-02

NLAFOREST

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2020

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

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

PRODUCER Berkshire Insurance Group, Inc PO Box 4889 Pittsfield, MA 01202	CONTACT NAME: PHONE (A/C, No, Ext): (866) 636-0244		FAX (A/C, No): (413) 447-1977
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Philadelphia Indemnity Insurance Company			18058
INSURER B: ATLANTIC CHARTER INSURANCE GROUP			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED
 Home Healthcare Hospice & Community Services, Inc.
 & VNA at HCS, Inc.
 PO Box 564
 Keene, NH 03431

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2081408	1/4/2020	1/4/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2081411	1/4/2020	1/4/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA00539808	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			PHPK2081408	1/4/2020	1/4/2021	per claim \$ 1,000,000
A	Professional Liab			PHPK2081408	1/4/2020	1/4/2021	Aggregate \$ 3,000,000

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

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
--	--



Mission of Home Healthcare, Hospice and Community Services:

To provide services which enable people to function throughout life at their optimal level of health, well-being and independence, according to their personal beliefs and choices.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY
SERVICES, INC. AND AFFILIATE**

CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2019 AND 2018



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OUTSOURCING

**AUDIT, TAX, AND
CONSULTING**

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
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YEARS ENDED JUNE 30, 2019 AND 2018**

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CliftonLarsonAllen LLP
CLAAconnect.com

INDEPENDENT AUDITORS' REPORT

Board of Directors
Home Healthcare, Hospice and Community Services, Inc. and Affiliate
Keene, New Hampshire

We have audited the accompanying consolidated financial statements of Home Healthcare, Hospice and Community Services, Inc. and Affiliate (the Association), which comprise the consolidated balance sheet as of June 30, 2019 and 2018, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

Board of Directors
Home Healthcare, Hospice and Community Services, Inc. and Affiliate

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Home Healthcare, Hospice and Community Services, Inc. and Affiliate as of June 30, 2019 and 2018, and the results of their operations, changes in their net assets, and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Effect of Adopting New Accounting Standard

As described in Note 1, Home Healthcare, Hospice and Community Services, Inc. and Affiliate adopted the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-14, *Not-For-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. Accordingly, the accounting change has been retrospectively applied to prior periods presented as if the policy had always been used. Our opinion is not modified with respect to that matter.



CliftonLarsonAllen LLP,

Boston, Massachusetts
March 6, 2020

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
CONSOLIDATED BALANCE SHEETS
JUNE 30, 2019 AND 2018**

	2019	2018
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 343,467	\$ 247,576
Investments	17,267	17,938
Patient Accounts Receivable, Less Allowance for Uncollectible Accounts of \$652,535 in 2019 and \$620,128 in 2018	2,366,149	2,132,956
Other Receivables	324,782	191,155
Prepaid Expenses	224,029	249,650
Total Current Assets	3,275,694	2,839,275
ASSETS LIMITED AS TO USE	12,642,547	12,248,325
PROPERTY AND EQUIPMENT, NET	2,657,038	2,978,403
Total Assets	\$ 18,575,279	\$ 18,066,003
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Line of Credit	\$ 533,503	\$ 667,125
Accounts Payable and Accrued Expenses	1,300,311	502,305
Accrued Payroll and Related Expenses	1,002,194	1,114,892
Deferred Revenue	543,274	622,004
Total Current Liabilities	3,379,282	2,906,326
NET ASSETS		
Without Donor Restrictions	14,267,831	14,205,505
With Donor Restrictions	928,166	954,172
Total Net Assets	15,195,997	15,159,677
Total Liabilities and Net Assets	\$ 18,575,279	\$ 18,066,003

See accompanying Notes to Consolidated Financial Statements.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
CONSOLIDATED STATEMENTS OF OPERATIONS
YEARS ENDED JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
OPERATING REVENUE		
Patient Service Revenue	\$ 13,093,709	\$ 14,463,382
Provision for Bad Debt	(129,445)	(367,378)
Net Patient Service Revenue	<u>12,964,264</u>	<u>14,096,004</u>
Other Operating Revenue	2,598,094	2,561,188
Net Assets Released from Restrictions Used for Operations	<u>107,946</u>	<u>45,441</u>
Total Operating Revenue	15,670,304	16,702,633
OPERATING EXPENSES		
Salaries and Related Expenses	11,958,073	13,428,756
Other Operating Expenses	4,751,034	5,130,498
Depreciation	<u>431,929</u>	<u>455,303</u>
Total Operating Expenses	<u>17,141,036</u>	<u>19,014,557</u>
OPERATING LOSS	(1,470,732)	(2,311,924)
OTHER REVENUE AND GAINS		
Contributions and Fundraising Income	634,736	425,576
Investment Income, Net	171,101	167,938
Realized and Unrealized Gains on Investments	<u>724,386</u>	<u>697,024</u>
Total Other Revenue and Gains	<u>1,530,223</u>	<u>1,290,538</u>
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENSES	59,491	(1,021,386)
Net Assets Released from Restrictions Used for Capital	<u>2,835</u>	<u>172,287</u>
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>\$ 62,326</u>	<u>\$ (849,099)</u>

See accompanying Notes to Consolidated Financial Statements.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
NET ASSETS WITHOUT DONOR RESTRICTIONS		
Excess (Deficiency) of Revenue of Expenses	\$ 59,491	\$ (1,021,386)
Net Assets Released from Restrictions Used for Capital	<u>2,835</u>	<u>172,287</u>
Change in Net Assets Without Donor Restrictions	62,326	(849,099)
NET ASSETS WITH DONOR RESTRICTIONS		
Contributions	12,822	-
Investment Income	13,833	15,074
Realized and Unrealized Gains on Investments	58,120	63,117
Net Assets Released from Restrictions Used for Operations	(107,946)	(45,441)
Net Assets Released from Restrictions Used for Capital	<u>(2,835)</u>	<u>(172,287)</u>
Change in Net Assets With Donor Restrictions	<u>(26,006)</u>	<u>(139,537)</u>
CHANGE IN NET ASSETS	36,320	(988,636)
Net Assets - Beginning of Year	<u>15,159,677</u>	<u>16,148,313</u>
NET ASSETS - END OF YEAR	<u>\$ 15,195,997</u>	<u>\$ 15,159,677</u>

See accompanying Notes to Consolidated Financial Statements.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2019 AND 2018**

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 36,320	\$ (988,636)
Adjustments to Reconcile Change in Net Assets to Net Cash		
Used by Operating Activities:		
Depreciation	431,929	455,303
Provision for Bad Debts	129,445	367,378
Realized and Unrealized Gains on Investments	(782,506)	(760,141)
Investment Income Restricted for Reinvestment	(13,833)	(15,074)
(Increase) Decrease in:		
Investments	671	598
Patient Accounts Receivable	(362,638)	(166,864)
Other Receivables	(133,627)	304,113
Prepaid Expenses	25,621	108,843
Increase (Decrease) in:		
Accounts Payable and Accrued Expenses	798,006	(73,615)
Accrued Payroll and Related Expenses	(112,698)	(48,123)
Deferred Revenue	(78,730)	74,730
Net Cash Used by Operating Activities	(62,040)	(741,488)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Investments	(4,235,594)	(2,814,287)
Proceeds from Sale of Investments	4,637,711	3,152,045
Capital Expenditures	(110,564)	(174,237)
Net Cash Provided by Investing Activities	291,553	163,521
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Line of Credit	1,522,000	1,730,000
Payments on Line of Credit	(1,655,622)	(1,262,721)
Net Cash Provided (Used) by Financing Activities	(133,622)	467,279
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	95,891	(110,688)
Cash and Cash Equivalents - Beginning of Year	247,576	358,264
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 343,467	\$ 247,576
SUPPLEMENTAL DISCLOSURE		
Interest Paid	\$ 36,935	\$ 25,300

See accompanying Notes to Consolidated Financial Statements.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Home Healthcare, Hospice and Community Services, Inc. is a nonstock, nonprofit corporation in New Hampshire whose primary purpose is to act as a holding company and provide management services to its affiliate.

Affiliate

VNA at HCS, Inc. is a nonstock, nonprofit corporation in New Hampshire whose primary purposes are to provide home healthcare, hospice, and community services.

Principles of Consolidation

The consolidated financial statements include the accounts of Home Healthcare, Hospice and Community Services, Inc. and its affiliate, VNA at HCS, Inc. (collectively, the Association). They are related through a common board membership and common management. All significant intercompany balances and transactions have been eliminated in consolidation.

The Association prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

Net assets, revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Association and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets that are not subject to donor-imposed stipulations. Net assets without donor restrictions includes assets set aside by the board of directors for future use.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of Presentation (Continued)

Net Assets With Donor Restrictions – Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenues are reported as increases in net assets without donor restrictions, unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities, other than endowment and similar funds, are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation. Expirations of time restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets as net assets released from restrictions.

Donated services are recognized in the financial statements if the services enhance or create nonfinancial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

Contributions, including pledges receivable which are unconditional promises to give, are recognized as revenues in the period received. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Gifts of long-lived assets are reported as assets without donor restrictions unless explicit donor stipulations specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulation about how long those assets must be maintained, expiration of donor restrictions are reported when the donated or acquired long-lived assets are placed into service. Contributions of assets other than cash are recorded at their estimated fair value. Contributions to be received after one year are discounted at an appropriate discount rate commensurate with the risks involved. Amortization of discounts is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contributions.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible accounts by analyzing the Association's past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are fully reserved. Management regularly reviews revenue data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows as of June 30:

	2019	2018
Balance - Beginning of Year	\$ 620,128	\$ 575,388
Provision	129,445	367,378
Write-Offs	(97,038)	(322,638)
Balance - End of Year	\$ 652,535	\$ 620,128

Investments

Investments in short-term investment options are reported as current assets. Investments held for long-term return are reported as noncurrent assets.

The Association reports investments at fair value and has elected to report all gains and losses in the Excess (Deficiency) of Revenue of Expenses to simplify the presentation of these amounts in the consolidated statement of operations, unless otherwise stipulated by the donor or state law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets, statements of operations, and statements of changes in net assets.

Assets Limited as to Use

Assets limited as to use includes designated assets set aside by the board of directors and donor contributions.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Assets with an estimated useful life of more than one year and a historical cost in excess of \$5,000 are capitalized. Maintenance, repairs, and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

Property is reviewed for impairment whenever events or changes in circumstances indicate the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the assets' carrying amount over the fair value of the asset.

Deferred Revenue

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

Patient Service Revenue

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee for service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payors, and others, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Cost Allocations

The Association operates several related programs. Costs directly attributable to a program are charged to the respective program services. Management and general costs of the Association have been allocated between the programs on the basis of actual direct program costs.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measure of Operations

For purposes of presentation, transactions deemed by management to be ongoing, major, or central to the provision of program services are reported as revenues and expenses. Peripheral or incidental transactions are reported as nonoperating gains and losses. The consolidated statements of operations include the operating loss. Changes in net assets without donor restrictions which are excluded from the operating loss, consistent with industry practice, include contributions and fundraising income, investment income and realized and unrealized gains and losses on investments.

Excess (Deficiency) of Revenues Over Expenses

The consolidated statements of operations includes the excess (deficiency) of revenues over expenses. Changes in net assets without donor restrictions which are excluded from the excess (deficiency) of revenues over expenses, consistent with industry practice, include contributions of, and net assets released from donor restrictions related to, long-lived assets.

Functional Expenses

The financial statements contain certain categories of expenses that attributable to one or more program or supporting functions of the Association. Expenses are directly allocated to program or support services whenever possible. Other shared expenses are allocated based on a reasonable basis that is consistently applied. The expenses that are allocated include depreciation, interest, and occupancy, which are allocated on a square footage basis, salaries and benefits, which are allocated on a basis of estimated time and effort, and information technology, which is allocated based on estimates of time and cost of the specific technology utilized. See Note 8 for the natural classification detail of expenses by function.

Reclassifications

Certain reclassifications have been made to prior year amounts to conform with the current year presentation.

Change in Accounting Principle

The Association has adopted the accounting guidance in Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*, which changes presentation and disclosure requirements for nonprofit entities to provide more relevant information about their resources (and the changes in those resources) to donors, granters, creditors, and other users. These include qualitative and quantitative requirements in the following areas: net asset classes, investment return, expenses, and liquidity. Adoption of the new standard had no effect on the previously reported change in net assets or net assets balance.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

New Accounting Pronouncements

In May 2014, FASB issued ASU 2014-09, *Revenue from Contracts with Customers*. The guidance requires the Association to recognize revenue to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the Association expects to be entitled in exchange for those goods or services. The guidance also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. Additionally, qualitative and quantitative disclosures are required regarding customer contracts, significant judgments and changes in judgments, and assets recognized from the costs to obtain or fulfill a contract. Implementation of the new standard can result in changes to the reporting and disclosure of leases. The standard will be effective for the Association for the year ending June 30, 2020. Management is in the process of evaluating the impact on the Association.

In February 2016, FASB issued ASU 2016-02, *Leases*, pertaining to recording of leases. While the standard will not be effective for the Association until the year ending June 30, 2021, the standard can be adopted as early as the year ending December 31, 2016. Early adoption has not been exercised. Implementation of the new standard can result in changes to the reporting and disclosure of leases. Management is in the process of evaluating the impact on the Association.

Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through March 6, 2020, which is the date the consolidated financial statements were available to be issued.

NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE

Investments and assets limited as to use, stated at fair value, are as follows as of June 30:

	<u>2019</u>	<u>2018</u>
Cash and Cash Equivalents	\$ 329,576	\$ 106,923
U.S. Government and Corporate Bonds	3,404,633	3,335,084
Marketable Securities	5,988,449	5,656,193
Mutual Funds	2,937,156	3,168,063
Total Investments and Assets Limited as to Use	<u>\$ 12,659,814</u>	<u>\$ 12,266,263</u>
Investments Without Donor Restrictions	\$ 17,267	\$ 17,938
Assets Limited as to Use:		
Board-Designated for Future Use	11,760,468	11,363,748
Donor-Restricted, Time or Purpose	647,848	650,346
Donor-Restricted, Perpetual in Nature	234,231	234,231
Total Assets Limited as to Use	<u>12,642,547</u>	<u>12,248,325</u>
Total Investments and Assets Limited as to Use	<u>\$ 12,659,814</u>	<u>\$ 12,266,263</u>

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

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

Fair Value Measurement

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value.

Level 1 – Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entry has the ability to access as of the measurement date.

Level 2 – Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3 – Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

All of the Association's investments were measured on a recurring basis.

The following table presents the Association's fair value hierarchy for those assets and liabilities measured at fair value on a recurring basis as of June 30, 2019 and 2018:

	2019			
	Level 1	Level 2	Level 3	Total
Corporate Bonds	\$ -	\$ 1,125,332	\$ -	\$ 1,125,332
Government Bonds	2,279,301	-	-	2,279,301
Equity Securities	5,988,449	-	-	5,988,449
Mutual Funds	2,937,156	-	-	2,937,156
Total Investments and Assets Limited as to Use at Fair Value	<u>\$ 11,204,906</u>	<u>\$ 1,125,332</u>	<u>\$ -</u>	12,330,238
Cash and Cash Equivalents				329,576
Total Investments and Assets Limited as to Use				<u>\$ 12,659,814</u>
	2018			
	Level 1	Level 2	Level 3	Total
Corporate Bonds	\$ -	\$ 1,135,706	\$ -	\$ 1,135,706
Government Bonds	2,199,378	-	-	2,199,378
Equity Securities	5,656,193	-	-	5,656,193
Mutual Funds	3,168,063	-	-	3,168,063
Total Investments and Assets Limited as to Use at Fair Value	<u>\$ 11,023,634</u>	<u>\$ 1,135,706</u>	<u>\$ -</u>	12,159,340
Cash and Cash Equivalents				106,923
Total Investments and Assets Limited as to Use				<u>\$ 12,266,263</u>

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

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

Investment income and gains for cash equivalents and investments consist of the following as of June 30:

	<u>2019</u>	<u>2018</u>
Net Assets Without Donor Restrictions:		
Investment Income, Net	\$ 171,101	\$ 167,938
Realized and Unrealized Gains on Investments	724,386	697,024
Net Assets With Donor Restrictions:		
Investment Income	13,833	15,074
Realized and Unrealized Gains on Investments	58,120	63,117
Total Investment Income and Gains	<u>\$ 967,440</u>	<u>\$ 943,153</u>

NOTE 3 PROPERTY AND EQUIPMENT

Property and equipment consists of the following as of June 30:

	<u>2019</u>	<u>2018</u>
Land and Improvements	\$ 482,961	\$ 471,403
Building and Improvements	5,384,931	5,384,931
Furniture, Fixtures, and Equipment	3,121,014	3,028,445
Total Cost	<u>8,988,906</u>	<u>8,884,779</u>
Less: Accumulated Depreciation	6,331,868	5,906,376
Total Property and Equipment, Net	<u>\$ 2,657,038</u>	<u>\$ 2,978,403</u>

NOTE 4 LINE OF CREDIT

The Association has an unsecured \$1,000,000 line of credit payable on demand with a local bank with interest at 1% above the bank's base rate (6.50% and 6.00% at June 30, 2019 and 2018, respectively). The outstanding balance was \$533,503 and \$667,125 at June 30, 2019 and 2018, respectively. The line is subject to automatic annual renewal at the discretion of the lender.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

NOTE 5 NET ASSETS WITH DONOR RESTRICTIONS

The Association has received donor-restricted contributions, which have been accounted for as net assets with donor restrictions and are available for the following purposes at June 30:

	<u>2019</u>	<u>2018</u>
Time or Purpose Restrictions for:		
Haskell Fund for Office Rent	\$ 304,618	\$ 339,825
Operations	107,789	98,797
Meal Sites	1,337	1,697
Respite	4,089	4,089
Hospice Operations	3,208	1,252
Hospice Memorial Garden	134,641	123,926
Johnson Family Fund for Capital Expenditures	7,009	5,757
Barbara Duckett Scholarship Fund	89,486	75,003
Donated Motor Vehicles	41,758	69,595
Total	<u>\$ 693,935</u>	<u>\$ 719,941</u>
Restrictions that are Perpetual in Nature for:		
Hospice	\$ 10,000	\$ 10,000
Operations	8,623	8,623
Johnson Family Fund for Capital Expenditures	10,202	10,202
Bednar Endowment Fund	50,000	50,000
Haskell Endowment Fund	120,570	120,570
Jones Endowment Fund	34,836	34,836
Total	<u>\$ 234,231</u>	<u>\$ 234,231</u>

NOTE 6 ENDOWMENTS

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts, and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Association in a manner consistent with the standard of prudence prescribed by UPMIFA.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

NOTE 6 ENDOWMENTS (CONTINUED)

In accordance with the UPMIFA, the Association considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. The duration and preservation of the fund;
2. The purposes of the organization and the donor-restricted endowment fund;
3. General economic conditions;
4. The possible effect of inflation and deflation;
5. The expected total return from income and the appreciation of investments;
6. Other resources of the Association;
7. The investment policies of the Association;
8. The spending policy; and
9. Funds with deficiencies.

Return Objectives and Risk Parameters

The investment portfolio is managed to provide for the long-term support of the Association. Accordingly, these funds are managed with disciplined, longer-term investment objectives and strategies designed to meet cash flow and spending requirements. Management of the assets is designed to attain the maximum total return consistent with acceptable and agreed upon levels of risk. The Association benchmarks its portfolio performance against a number of commonly used indices.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate of return objectives, the Association relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Association targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, the Association seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

Spending Policy

The Association's spending policy is equal to investment returns. All available investment returns earned on endowments are expended, or released from endowment in the year earned.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

NOTE 6 ENDOWMENTS (CONTINUED)

The following schedule details the changes in endowment net assets for the years ended June 30:

	Without Donor Restrictions	With Donor Restrictions		Total
		Purpose Restrictions	Perpetual in Nature	
Net Assets - June 30, 2017	\$ 10,828,438	\$ 479,136	\$ 234,231	\$ 11,541,805
Investment Income, Net	163,146	10,945	-	174,091
Realized and Unrealized Gains on Investments	696,259	45,731	-	741,990
Net Assets Released from Restrictions	-	(184,706)	-	(184,706)
Use of Board Designated Funds for Operations	(324,095)	-	-	(324,095)
Change in Net Assets	535,310	(128,030)	-	407,280
Net Assets - June 30, 2018	11,363,748	351,106	234,231	11,949,085
Investment Income	169,336	9,153	-	178,489
Realized and Unrealized Gains on Investments	723,838	38,445	-	762,283
Net Assets Released from Restrictions	-	(79,584)	-	(79,584)
Use of Board Designated Funds for Operations	(496,454)	-	-	(496,454)
Change in Net Assets	396,720	(31,986)	-	364,734
Net Assets - June 30, 2019	<u>\$ 11,760,468</u>	<u>\$ 319,120</u>	<u>\$ 234,231</u>	<u>\$ 12,313,819</u>

NOTE 7 PATIENT SERVICE REVENUE

Patient service revenue is as follows as of June 30:

	2019	2018
Medicare	\$ 9,540,407	\$ 9,710,931
Medicaid	826,800	991,348
Other Third-Party Payors	2,529,426	2,818,951
Private Pay	197,076	942,152
Total	<u>\$ 13,093,709</u>	<u>\$ 14,463,382</u>

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
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JUNE 30, 2019 AND 2018**

NOTE 7 PATIENT SERVICE REVENUE (CONTINUED)

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties, and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association provided services in other health related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$1,104,471 and \$1,047,857 for the years ended June 30, 2019 and 2018, respectively.

The Association is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions received directly from the public, United Way, municipal appropriations, and investment income earned from assets limited as to use. Federal and state grants consisted of monies received from the state of New Hampshire.

NOTE 8 FUNCTIONAL EXPENSES

The Association provides various services to residents within its geographic location. All operating expenses are considered to relate, either directly or indirectly, to providing these services. The tables below present expenses by both their nature and function for the years ended June 30:

	2019			
	Home Healthcare, Hospice and Community Services	Supporting Services		Total
		Fundraising	Management and General	
Salaries and Related Expenses	\$ 10,338,358	\$ 593	\$ 1,619,122	\$ 11,958,073
Contracted Services	1,255,855	-	1,056,333	2,312,188
Office and Occupancy	1,605,346	12,959	744,891	2,363,196
Insurance	12,751	-	62,899	75,650
Depreciation	31,748	-	400,181	431,929
Total Expenses	<u>\$ 13,244,058</u>	<u>\$ 13,552</u>	<u>\$ 3,883,426</u>	<u>\$ 17,141,036</u>

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

NOTE 8 FUNCTIONAL EXPENSES (CONTINUED)

	2018			
	Home Healthcare, Hospice and Community Services	Supporting Services		Total
		Fundraising	Management and General	
Salaries and Related Expenses	\$ 11,037,228	\$ 37,647	\$ 2,353,881	\$ 13,428,756
Contracted Services	1,928,537	-	714,469	2,643,006
Office and Occupancy	1,783,386	12,059	607,574	2,403,019
Insurance	13,508	-	70,965	84,473
Depreciation	80,504	-	374,799	455,303
Total Expenses	\$ 14,843,163	\$ 49,706	\$ 4,121,688	\$ 19,014,557

NOTE 9 MALPRACTICE INSURANCE

The Association insures its malpractice risks on a claims made basis. There was one known malpractice claim outstanding at June 30, 2019 and 2018. There were no unasserted claims or incidents which require loss accrual at June 30, 2019 or 2018. The Association intends to renew coverage on a claims made basis and anticipates that such coverage will be available.

Litigation

The Association is involved in litigation arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Association's future financial position or results of operations.

NOTE 10 RETIREMENT PLAN

The Association sponsors a defined contribution plan. The retirement contributions by the Association amounted to \$144,683 and \$165,184 for 2019 and 2018, respectively.

NOTE 11 CONCENTRATION OF RISK

The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. Following is a summary of accounts receivable, by funding source:

	2019	2018
Medicare	66%	65%
Medicaid	8%	3%
Other Third-Party Payors	26%	32%
Total	100%	100%

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
JUNE 30, 2019 AND 2018**

NOTE 12 CONTINGENCIES

Third-Party Payors

A significant portion of the Association's net revenues and accounts receivable are derived from services reimbursable under the Medicaid and the Medicare programs. There are numerous healthcare reform proposals being considered on the federal and state levels. The Association cannot predict at this time whether any of these proposals will be adopted or, if adopted and implemented, what effect such proposals would have on the Association.

A significant portion of the Association's revenues are derived from services under the Medicare program (see Note 7). Under this program, cost reports are subject to audit for a period of three years from the date of issuance of a Notification of Provider Reimbursement by the fiscal intermediary. It is not possible at this time to determine whether the Association will be audited or if a retroactive rate adjustment would result.

Medicare fiscal intermediaries and other payors periodically conduct pre-payment or post-payment medical reviews or other audits of the Association's hospice reimbursement claims. In order to conduct these reviews, the payor requests documentation from the Association and then reviews the documentation to determine compliance with applicable rules and regulations, including the eligibility of patients to receive hospice benefits, the appropriateness of the care provided to those patients, and the documentation of the care. The Association cannot predict whether medical reviews or similar audits by federal or state agencies or commercial payors of the Association hospice program will result in material recoupments or denials, which could have a material adverse effect on the Association's financial condition and results of operations.

A portion of the Association's revenues are derived from services reimbursable under the Medicaid program (see Note 7). The base year costs utilized in calculating the Medicaid prospective rates are subject to audit which could result in a retroactive rate adjustment for all years in which that base year's costs are utilized in calculating the prospective rate. It is not possible at this time to determine whether the Association will be audited or if a retroactive rate adjustment would result.

NOTE 13 AVAILABLE RESOURCES AND LIQUIDITY

The Association has the following financial assets available within one year of the date of the statement of financial position at June 30:

	2019	2018
Cash and Cash Equivalents	\$ 343,467	\$ 247,576
Investments	17,267	17,938
Patient Accounts Receivable, Net	2,366,149	2,132,956
Other Receivables	324,782	191,155
Total Financial Assets Available to Meet Liquidity Needs	<u>\$ 3,051,665</u>	<u>\$ 2,589,625</u>

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
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JUNE 30, 2019 AND 2018**

NOTE 13 AVAILABLE RESOURCES AND LIQUIDITY (CONTINUED)

None of these financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the date of the statement of financial position.

In addition, approximately \$11.8 million and \$11.4 million in board designated funds at June 30, 2019 and 2018, respectively, could be made available to the Association upon approval by the board of directors. The Association also has approximately \$466,000 and \$333,000 in availability under the line of credit as of June 30, 2019 and 2018, respectively.

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC,
an SEC-registered investment advisor. | CliftonLarsonAllen LLP



**Home Healthcare, Hospice and Community Services/VNA at HCS
2019/2020 Board of Directors**

Chair:

Julie Greenwood

Vice-Chair:

Jane Larmon

Treasurer:

Eric Horne

Secretary:

Susan Abert

Dianne Bolton

Mike Chelstowski

Mary Ann Davis

Julie Green

Maureen O'Brien

Brian Reilly

Judy Sadoski

David Stinson

David Therrien

Director at Large

Betsy Cotter

Immediate Past President

Allen Mendelson

EX-OFFICIO

Maura McQueeney, CEO
HCS, VNA at HCS
312 Marlboro St.
Keene, NH 03431
352-2253 x121

Staci J. Branon

OBJECTIVE

Seeking a professional position that will allow me to continue my professional career path.

EDUCATION

University of Massachusetts, Lowell
Bachelor of Science in Criminal Justice
Minor in Psychology

WORK HISTORY

8/2010- *Social Worker, Home Healthcare, Hospice and Community Services*

As a Maternal Child Health Social Worker, I provide assists clients and families in developing and implementing an appropriate plan of care to meet their needs. I conduct case finding activities in the community, and help families access all available support services for a healthy family.

6/2009- *Monadnock Family Service, Family Intervention Specialist*

In the position of Family Intervention Specialist, I visit families in their home and try to prevent abuse and neglect in potential situations. Often times, the families are in crises, whether it be food, shelter or financial short comings. More often than not, there are mental illnesses or substance abuse problems and we help families through those circumstances as well by referring them to appropriate agencies. When the crisis is stabilized, we can then focus on our primary goals of empowering parents to use proper parenting techniques.

2/2009- *Monadnock Family Services, Children's' Group Leader & CFSA*

As a Children's Group Leader, I monitor children while their parents attend classes to better themselves. I tend to the children's needs and ensure that their needs are met. I also maintain a curriculum to parallel what the parents are learning in their class, so children and parents are both educated on the same topics.

As a Community & Family Services Associate, I bring children to my home to try to portray what a healthy environment is where as they may not get that at home. I follow guidelines to initiate treatments to individual children, to work on certain goals, and to give them a break from their family and the family a break from them.

2004-2009 *Stay at home mom*

2002-2004 *Department of Health and Human Services, Division of Family Services, Family Services Specialist*

Interviewed clients one on one to determine eligibility of benefits. Personally oversaw cases and reviewed them until the benefits were available to the client. Conducted monthly eligibility reviews with clients to ensure eligibility had not lapsed.

Also, maintained consistent, quality customer service to clients by meeting with them. Made the effort to meet with clients and answer their questions to the fullest of my ability, either in person or by phone and make sure they had all resources available to them.

2001-2002 *Department of Health and Human Services, Division of Family Services, Clerical Interviewer*

Interviewed clients to determine the proper service for their specialized needs. Prepared clients' applications for processing and intake interviews. Also performed routine clerical duties such as data entry, mailings, answering phones and typing reports.

2001-2005 *Daniel Webster College, Head Volleyball Coach*

Organized and conducted structured team practices in preparation for games. Also, trained and instructed players on proper techniques and implementation of their skills.

2000-2001 *Kitchen Etc., Cashier/ Merchandiser*

Greeted customers as they entered the store and assisted in any manner necessary to insure customer's needs were met. Services included customer service, cashing customers out, merchandising and answering the phone.

1999-2001 *Esleek Manufacturing Company, Secretary/ Clerical*

Completed multi-task assignments in the administrative assistant position. Accomplished several duties at once including data entry, answering telephones and professional client relations. Also, performed numerous skills such as balancing monthly books and fixed asset accounts and reviewing invoices.

2000 *University of Massachusetts, Work Environment Department*

Organized and analyzed data for an asthma study which was conducted by the university. Also structured tasks which were to be carried out within the department, including professional relations, answering phones, and various operations for a successful department.

Brittany Daley

EDUCATION:

Valley Forge University

Phoenixville, PA

Bachelor's degree in Social Work

Aug. '09-'13

St. Gabriel's Residential School for Juvenile Delinquent Youth—Internship

Audubon, PA

- Writing up positive behavioral reports
- Leading *Sanctuary S.E.L.F* model groups
- Shadowed court sessions with the kids
- Shadowed home visits with reintegration/social workers
- Collaborating information for group sessions

Aug. '12-May '13

WORK HISTORY:

Healthy Starts at Home Healthcare, Hospice and Community Services

(part time)

Nov. '19-present

Social Worker

- Provide family support to clients of Healthy Starts
- Visit families in the Peterborough Area

Easterseals- Family Outreach Worker

(full time)

Sept. '17-March '19

Visit Specialist

(full time)

Sept. '15-Sept. '17

Keene, NH

(part time)

Dec. '13-Sept. '14

- Supervise visits between parents and children
- Provide family time coaching
- Write court reports
- Implementation of treatment plan
- Provide parent education during visits and utilizing a curriculum
- Write summarization of visits for CPSW and for monthly reports
- Office filing
- Provide counseling to both children and parents

Wediko Children's Services –Residential Counselor

Jan. '14-Sept. '16

Windsor, NH

- Behavioral management
- Teach kids social skills
- Bring kids into the community
- Manage their daily living

Valley Forge Christian College-Residence Assistant-RA

Aug. '11-May '13

Phoenixville, PA

- Prepare dorms for students arrival
- Lead monthly floor meetings
- Do weekly room inspections
- Communicate updates and information to girls on the hall
- Make sure girls are adjusting well to college life
- Create a welcoming and positive atmosphere in the hall

Valley Forge Christian College—Residence Life Assistant

Sept. '10-May '12

Phoenixville, PA

- Help prepare college visit days
- Help with chapel preparations
- Assign rooms/keys to students
- Enter meals and housing assignments and changes in Jenzabar

Sarah Davis

WORK EXPERIENCE

Social Worker

Home Healthcare, Hospice & Community Services
Healthy Starts Program - Keene, NH –

2015 -12 to present

Job Description: Provide assistance to clients and families in developing and implementing an appropriate plan of care to meet their needs. Conduct case finding activities in the community, and help families access all available support services for a healthy family.

Case Manager

Easter Seals of New Hampshire - Brattleboro, VT –

2015-12 to 2018-04

Job Description: provide family-centered support services to families; identify potential resources for resolving clients' health, psychosocial, or financial problems; work directly with the Department for Children Youth and Families, CASA, and mental health agencies to coordinate care for the families; participate in interdisciplinary team meetings and trainings; create treatment plans, monthly reports and court reports.

Mental Health Worker

The Brattleboro Retreat - Brattleboro, VT –

2015-05 to 2015 – 12

Job Description: help meet the needs of children, adolescents and adults who have been hospitalized for mental health and addiction issues; provide direct supervision and patient support, engage patients in therapeutic activities, organize and run group programs.

Children's Case Manager

MFS in Keene - Keene, NH –

2010-06 to 2015-05

Job Description: provided community-based, family-centered support services to families; developed and facilitated services, partnered with community resources to address needs; consulted with community agencies and committees to identify potential resources for resolving clients' health, psychosocial, or financial problems; participated in interdisciplinary meetings.

Eighth-Grade Inclusion Teacher

SAU29

- Keene, NH –

2007-08 to 2010-08

Job Description: worked alongside students in the classroom, tutored them in academics and guided their behavior all within a team environment.

EDUCATION

BA in Sociology

Keene State College

- Keene, NH –

2001 – 2006

Associate in Chemical Dependency

Keene State College

- Keene, NH –

2002-01 to 2004-05

Minor in Art

Keene State College

- Keene, NH –

PUBLICATIONS

My Boat and Me

<http://9780692929766>

ADDITIONAL INFORMATION

1. Dependable and organized; strong work ethic
2. Work well with others and independently
3. Great communication skills; personable
4. Strong ability to multi task

Amy DeLisle, BSW

Objective:

I hope to obtain a challenging position in the field of social work where I can use my advocacy and problem solving skills to benefit families within my community.

Education:

Rochester Institute of Technology, Rochester, NY, May 1999
Bachelor of Science in Social Work

Skills:

Client advocacy skills
Understanding of child development
Experience working with families
Curriculum experience in Love and Logic, 123 Magic and Nurturing Parenting
Knowledge of local resources
Recent experience facilitating group sessions
Good problem solving skills
Management and supervising experience
Valuable team member
Sensitive to cultural values and diverse populations
Successful grant writing and managing experience

Work Experience:

Social Worker, Home Healthcare, Hospice & Community Services, Healthy Starts Program
Keene, NH 3/5/2015 - Present

Provide assistance to clients and families in developing and implementing an appropriate plan of care to meet their needs. Conduct case finding activities in the community, and help families access all available support services for a healthy family.

Social Worker, Community Preschool Team/Jonathan Daniels Preschool

Keene School District SAU29 8/25/2014 – 3/1/2015

Responsibilities include completing social / emotional assessments for special education students, serving as a liaison between teachers and parents for identified students, working with families to help make preschool successful for students, facilitating a parent support group, evaluating family needs and referring accordingly.

Program Coordinator for ALIVE Program

NC Cooperative Extension Service, Bakersville, NC 6/30-2010 – 7/25/2014

Responsibilities include writing, managing and implementing a JCPC funded grant, providing diverse life skills to adjudicated youth. Responsible for planning programs teaching youth cooking, gardening, communication skills and interpersonal skills, managing a grant budget of \$32,000, advocating for youth within the community as well as acting as a positive role model for youth.

Parent Educator

NC Cooperative Extension Service, Baskerville, NC 12/2005 – 6/2010

Responsibilities include facilitating group and individual parenting education classes, planning session curriculum with cultural values in mind, continued follow up with families and other caseworkers, writing and managing a grant to provide parenting education to community, marketing program to community agencies such as DCYF, juvenile court, local schools and families.

Office Assistant

Alpine Real Estate Company, Baskerville, NC 5/2004 – 6/2007

Responsibilities include keeping website up to date, designing monthly real estate ad, organizing real estate files and office finances, as well as general office work.

Job Coach, One on One worker

Resources for Seniors, Inc., Raleigh, NC 10/2001 – 8/2003

Responsibilities included providing one on one care for a client suffering from a brain injury. This included working with him to recover independent functioning and rebuild everyday living skills. Provided training in anger management, social skills and personal wellness. As a job coach I provided support and skill building at the work place.

RACHEL KOWALSKY

OBJECTIVE

To obtain employment in a setting that will benefit from both my knowledge of the outdoors and counseling.

EDUCATION

2006 - 2008 Antioch University New England Keene, NH

MA Clinical Mental Health Counseling

2004 - 2004 East Carolina University Greenville, NC

BA Psychology

1990 - 1996 Lyndon State College Lyndonville, VT

BS Communications Minor: Psychology

PROFESSIONAL MEMBERSHIPS

2006 American Mental Health Counseling Association Member

2004 PSI CHI National Honor Society Inductee

PRACTICAL AND INTERNSHIP EXPERIENCE

2007 - 2008 FOCUS Cheshire Medical Center Keene, NH

Second Year Intern

Responsible for adolescent therapy (ages 12 to 18) in a partial hospitalization milieu setting. Duties include participation in various activities, psycho-educational groups, group and individual therapy sessions corresponding to individual treatment plans. Family therapy facilitator to assigned clients and participation in multi family group therapy. Other activities include daily staff meetings, school meetings, and writing daily charts.

2007 - 2007 Clinical and Support Options Inc Athol, MA

First Year Intern

Responsible to carry a small caseload of clients (ages 10 to 40). Duties include carrying out the initial diagnostic interview and documentation of the interview. Weekly therapy sessions (Play therapy, CBT, RBT, Anger Management, and Talk therapy). Other duties include: Attendance to all individual and group supervisions, Grand Rounds, and staff meetings.

2006 - 2006 Clinical and Support Options Inc, Athol, MA

Practicum Student

Responsible to explain the intake process to new clients entering the agency system and observing the intake under a licensed clinician. Other duties include: Observation of therapeutic groups within the agencies SOAP program and documentation of client's participation. Other duties include: All supervision meetings, Grand Rounds, Staff and Community Organization Meetings.

WORK EXPERIENCE

2015 – Present Home Healthcare, Hospice & Community Services Keene, NH
Healthy Starts

Social Worker

Provide assistance to clients and families in developing and implementing an appropriate plan of care to meet their needs. Conduct case finding activities in the community, and help families access all available support services for a healthy family.

2014 - 2015 YOU Inc., Cottage Hill Academy Baldwinville, MA

Clinician

Work with children and adolescents in short term crisis stabilization treatment. Provide individual, group, and family therapy to a case load of 6 students. Responsible to write all supporting documentation, clinical notes, and reports.

Feb 2014 to October 2014 Croched Mountain School Greenfield, NH

Para Educator II

Provide one to one classroom support for students with emotional, developmental, and other pervasive disabilities. Also provide residential support on vacations and holidays.

Taking students on activities and providing social skills training.

2012-2013 Greater Nashua Mental Health Center Nashua, NH

Child and family Outreach Therapist

Provide therapeutic services to adolescents, children, and their families in an out patient clinic, at school, or in the home. Responsibilities include treatment planning and team consultation, referral to appropriate services, and monitoring of progress. Other responsibilities include: completion of required documentation for records, agency trainings and seminars, weekly staff meetings, and collateral contact meetings.

2010- 2012 Becket Family of Services Keene, NH

Permanency Specialist/Case Manager/Therapist

Provide intensive in home services to adolescents that are involved in the juvenile justice system. Responsible for following through from referral to intake to treatment planning for adolescents, providing individual and family therapy, support for court appearances, educational support, and advocacy for the child. Other responsibilities include: completion of required documentation for records, court reports, weekly and monthly updates, agency trainings and seminars, weekly staff meetings, Monthly agency meetings, and collateral contact meetings.

2008 – 2010 Phoenix House Academy Dublin, NH

Primary Counselor

Carry a case load of adolescent substance abuse clients (6 maximum ages 13 to 18). Responsible for treatment planning, assessment, individual and group therapy in a therapeutic community setting. Additional duties include: monitoring daily milieu activities, maintaining records, communication with parents and law enforcement as needed. Attendance at weekly staff meetings, treatment team meetings, and required trainings.

References available upon request

Mary Mullen-LaValley

Objective

Acquisition of a teaching position that will render use of my talents and educational expertise as well as provide me with the opportunity to serve those in need of care and support.

Experience

Home Healthcare, Hospice & Community Services 2012 - present

Healthy Starts Home Visitor

Keene, NH

Community liaison for HCS programs with families and individuals throughout the service area. Provide safe, efficient personal interaction with pregnant and parenting families while promoting independence. Teach prenatal care, parenting skills, early intervention and children's health, help establish goals and encouraging achievement of these goals. Report and document pertinent observations, including changes in client's condition and need, appropriately.

Monadnock Family Services, Educator/Home Visitor 2006 – 2012

Keene, NH

Provide education and home visiting services to young at-risk mothers in collaboration with the VNA at HCS Maternal Child Health Program. NH Certified education, K-5 (2009) and NH CAD Certified Advocate/Counselor, Domestic and Sexual Abuse (2006).

Westmoreland Elementary School/Middle School, Special Ed Teacher 1999 - 2006

Westmoreland, NH

Special education tutor, K-5 and 8, as well as continued education service contract (21 year old student). Provided differentiated, appropriate and motivated education techniques for various behavioral and emotional needs. Originated and implemented academic plans, individual and whole class.

New Hampshire Technical Institute, Public Relations Facilitator 1995 – 1996

Claremont, NH

Public Relations Facilitator of Adult Education

Bessie C. Rowell Elementary School, Kindergarten Teacher 1976 - 1978

Education

University of New Hampshire

1976

BA Elementary Education

Special education concentration

Keene State College

Currently Enrolled

Masters of Education

Rebecca Landry

PROFESSIONAL EXPERIENCE

Home Healthcare, Hospice, & Community Services Keene, NH

Position: Home Visitor (January 2013 – Present)

- * Community liaison for HCS programs with families and individuals throughout the service area.
- * Provide safe, efficient personal interaction with pregnant and parenting families while promoting independence.
- * Teach prenatal care, parenting skills, early intervention and children's health, help establish goals and encouraging achievement of these goals.
- * Reports and documents pertinent observations, including changes in client's condition and need, appropriately.

Monadnock Community Hospital Peterborough, NH

Position: Reception (January 2010 - March 2012)

- * Compile and record medical charts, reports, and correspondence, using typewriter or personal computer.
- * Maintain medical records, technical library and correspondence files.
- * Transmit correspondence and medical records by mail, e-mail, or fax.
- * Operate office equipment such as voice mail messaging systems, and use word processing, spreadsheet, and other software applications to prepare reports, invoices, financial statements, letters, case histories and medical records.
- * Greet visitors, ascertain purpose of visit, and direct them to appropriate staff.
- * Answer telephones, and direct calls to appropriate staff.
- * Perform various clerical and administrative functions, such as ordering and maintaining an inventory of supplies.
- * Receive and route messages and documents to appropriate staff.
- * Schedule and confirm patient diagnostic appointments.

Monadnock Family Services Keene, New Hampshire

Position: Children's Intake Coordinator (June 2009 - January 2010)

- * Verify Insurance benefits, obtain, and maintain authorizations.

- * Set payment plan based on sliding fee scale.
- * Perform various clerical and administrative functions, such as ordering and maintaining an inventory of supplies.
- * Greet visitors, ascertain purpose of visit, and direct them to appropriate staff.
- * Interview patients to complete documents, case histories, and forms such as intake and insurance forms.
- * Maintain medical records, technical library and correspondence files.
- * Compile and record medical charts, reports, and correspondence, using typewriter or personal computer.
- * Answer telephones, and direct calls to appropriate staff.

Bard Chiropractic
Peterborough, New Hampshire

Position: Chiropractic Assistant (June 2004 - June 2009)

- * Verify insurance coverage.
- * Perform various clerical and administrative functions, such as ordering and maintaining an inventory of supplies.
- * Greet visitors, ascertain purpose of visit, and direct them to appropriate staff.
- * Assist with physiological therapy.
- * Transcribe recorded messages and practitioners' diagnoses and recommendations into patients' medical records.
- * Compile and record medical charts, reports, and correspondence, using typewriter or personal computer.
- * Operate office equipment such as voice mail messaging systems, and use word processing, spreadsheet, and other software applications to prepare reports, invoices, financial statements, letters, case histories and medical records.
- * Answer telephones, and direct calls to appropriate staff.
- * Prepare correspondence and assist physicians or medical scientists with preparation of reports, speeches, articles and conference proceedings.
- * Interview patients to complete documents, case histories, and forms such as intake and insurance forms.
- * Obtain and maintain authorizations.
- * Maintain medical records, technical library and correspondence files.
- * Schedule and confirm patient diagnostic appointments, surgeries and medical consultations.
- * Perform bookkeeping duties, such as credits and collections, preparing and sending financial statements and bills, and keeping financial records.
- * Transmit correspondence and medical records by mail, e-mail, or fax.
- * Receive and route messages and documents such as laboratory results to appropriate staff.

EDUCATION

Conant High School
Jaffrey, New Hampshire
Diploma, June 1994

ADDITIONAL SKILLS

- * Ability to work well under pressure.
- * Ability to communicate well.
- * Ability to multi-task.
- * Great with people.

Penelope R Vaine

Objective

To use my knowledge, energy and expertise to provide support and advocacy to those who need it.

Employment

(April 2010 – Present) Home Healthcare, Hospice and Community Services (VNA at HCS, Inc.)

Maternal & Child Health Coordinator

Coordination of program, supervision and scheduling of home visits

(March 2009- April 2010) Home Health Care Hospice and Community Services

Social Worker Maternal Child Health Program

Responsible for a caseload of 50 children and pregnant women needing parenting education, health care, connection to community resources and developmental screenings. Coordinated and collaborated with other agencies to advocate for each client. Maintained appropriate documentation.

(May 2008 – present)

The United Church of Winchester

Director of Christian Education

Responsible for designing and implementing a vibrant Christian Education program for the Congregation.

(March 2007– present)

Mobile Home Supply of New England

Owner/Manager

Self taught to manage, market, and sell supplies for retail mobile home supply shop.

(2000-2007)

The Winchester Learning Center

Executive Director

From dream to reality, organized a nonprofit community supported Child Care, Preschool and Family Resource Program. Implemented unique, Waldorf-inspired curriculum to meet the needs of the children and their families. Under the direction of a Board of Directors, managed daily operations, programming, staffing, fiscal management, fundraising and grant writing. Developed an extensive parent education and support network for families.

(1999-1999)

Winchester Elementary School

Substitute Teacher

Provided one on one tutoring care for preschool children with special needs. Coordinated care and educational plans with professional team.

(1993-2000)

Home Child Care

Director

Created a joyful home child care program which was Licensed by the State of NH and registered with Family Works. Provided a variety of developmentally appropriate activities to promote creativity, confidence and independence. Established support network for parents. Supervised two high school interns.

(1989-1993) Home Health Care Hospice and Community Services

Director

Responsible for managing and operating the Castle Center for Adult Day Care. Program provided quality care and socialization for elderly and handicapped participants. Supervised team of RN's CNA's and aides; and dozens of volunteers. Secured funding annually from the United Way and the NH Dept of Elderly and Adult Services.

Education

(September 1980- May 1985)

Wheelock College, Boston Mass

Bachelor of Social Work

References

Roberta Royce The Winchester Learning Center, Winchester, NH 03470
(603) 239-7347

Jed Butterfield 60 Colony Hill Road, Richmond, NH 03470 (603) 239-8780

**Volunteer
experience**

2009 – present

C.A.S.T.

Co facilitator of Community and School Together, a network of concerned citizens who desire to improve the quality of life for all residents. The group has been meeting monthly for 14 years in the town of Winchester.

2007 – present

Town of Winchester

Participant in the Revitalization Committee which is preparing a plan to revitalize downtown Winchester.

1994-present

The United Church of Winchester

Sunday School teacher, Vacation Bible School Co-Coordinator, Fabulous Family Friday Organizer, Religious Education Board Chair, Tweens Leader, Assistant Moderator, Search Team

1998-2000

Board of Directors

Winchester Learning Center

1996-2000

Vice Chair~ Board of Trustees

Conant Public Library

Chanel Turner

SKILLS

Group Facilitation

Culturally Competent Practice

Professional Ethics

Motivational Interviewing

Social Policy Analysis

Training and Development

EDUCATION

B.S., Social Work, Liberty University, Lynchburg, VA

August 2019

GPA: 3.70

EXPERIENCE

Healthy Starts, Keene, NH

August 2019-present

Social Worker

- Provide support for expecting parents and new parents of underprivileged families.

Pregnancy Resource center

January 2017-August 2019

Intern (Jan 2018-Aug 2019)

- Manage schedules and perform ad hoc clerical and managerial tasks as needed.
- Meet with clients to offer support and guidance during and after pregnancy.

Case Manager (Jan 2016-June 2018)

- Provide support for new parents via one-on-one parenting classes
- Educate new and soon-to-be parents and families on pregnancy, options, and community resources available to them.
- Train incoming volunteer advocates and provide assistance where needed.

Cheshire County Department of Corrections, Keene, NH

June 2018

Student Observer

- Completed 40 hours of shadowing a social worker in a correctional facility.
- Observed risk assessments, drug court program, group classes, and release planning meetings.
- Researched area resources and referrals for residential treatment and transitional living.

Girls, Inc, Nashua, NH

2012-2013

Program Coordinator

- Plan activities for elementary age girls in an after-school program.
- Offer support and resources to inner city children and families.

VOLUNTEERISM

Division for Children, Youth and Families (DCYF), Concord, NH

January 2018-Present

Meal Coordinator

- Coordinate meal delivery to new foster and adoptive families

Keene Community Kitchen, Keene, NH

July 2017-Present

Volunteer Coordinator

- Coordinate volunteers to participate in serving the community one night per month
- Serve a hot meal to needy families.

CONTRACTOR NAME: VNA at HCS, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rachel Kowalsky	Social Worker	46,215.00	100%	46,215.00
Staci Branon	Social Worker	36,051.60	100%	36,051.60
Amy Deslile	Social Worker	35,708.40	60%	21,425.04
Becky Landry	Home Visitor	27,268.80	33%	9,080.51
Sarah Davis	Social Worker	35,708.40	100%	35,708.40
Mary Mullen-LaValley	Lactation Consultant, TIECS	40,969.50	13%	5,462.60
Brittany Daley	Social Worker	26,254.80	100%	26,254.80
Chanel Turner	Social Worker	26,254.80	100%	26,254.80
Penny Vaine	Program Manager	61,483.50	15%	9,222.53

Subject: Comprehensive Family Support Services (RFP-2021-DEHS-02-COMPR-07)

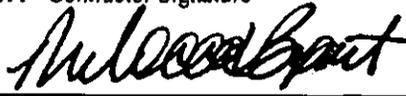
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name Lakes Region Community Services Council</p>		<p>1.4 Contractor Address 719 North Main Street Laconia, NH, 03246</p>	
<p>1.5 Contractor Phone Number (603) 524-8111</p>	<p>1.6 Account Number 05-095-042-421010-29680000-102-500734, 05-095-042-421010-29730000-102-500734, 05-095-042-421010-29660000-102-500734 05-095-045-450010-61270000-102-500731 05-095-045-450010-61460000-502-500891, 05-095-090-902010-51900000-102-500731, 05-095-042-421010-29580000-645-504004</p>	<p>1.7 Completion Date June 30, 2024</p>	<p>1.8 Price Limitation \$935,260</p>
<p>1.9 Contracting Officer for State Agency Nathan D. White, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature  Date: 6/19/20</p>		<p>1.12 Name and Title of Contractor Signatory Rebecca Bryant CEO & President</p>	
<p>1.13 State Agency Signature</p>		<p>1.14 Name and Title of State Agency Signatory</p>	

Contractor Initials 

Date 6/19/20

<i>Christine Santaniello</i>		Date: <i>6/17/20</i>	Christine Santaniello Director, DEHS
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:			Director, On:
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
By:	<i>1/s/Christen Lavers</i>		On: 6/28/20
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:			G&C Meeting Date:

Contractor Initials *RB*
Date *6/19/20*

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity; or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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, formulac, 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020. ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

1.1. General Services

- 1.1.1. The Contractor shall provide services to pregnant and parenting women as well as other families with children up to twenty-one (21) years of age who:
 - 1.1.1.1. Are at risk for experiencing difficulty with:
 - 1.1.1.1.1. Pregnancy;
 - 1.1.1.1.2. Health and nutrition;
 - 1.1.1.1.3. Education and employment;
 - 1.1.1.1.4. Parenting challenges;
 - 1.1.1.1.5. Social isolation;
 - 1.1.1.1.6. Substance use disorders;
 - 1.1.1.1.7. Mental health events;
 - 1.1.1.2. Are at risk of child abuse and neglect;
 - 1.1.1.3. Are perinatal parents of substance-exposed infants.
 - 1.1.1.4. Seek Comprehensive Family Support Services (CFSS) voluntarily.
- 1.1.2. The Contractor shall provide services at 719 North Main Street, Laconia, NH 03026 and other locations, as mutually agreed upon between the Contractor and the client, within the Department of Health and Human Services Laconia District Office Catchment Area.
- 1.1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 4:30 PM, excluding state and federal holidays.
- 1.1.5. The Contractor shall continue working toward obtaining, and once approved – maintaining, the designation of a Qualified Family Resource Center (FRC-Q), to ensure attainment of FRC-Q designation no later than the contract completion date.
- 1.1.6. The Contractor shall collaborate with the Department and its Facilitating Organization to ensure a statewide system of CFSS.
- 1.1.7. The Contractor shall attend quarterly meetings for Comprehensive Family Support Services (CFSS), as scheduled by the Department.

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- 1.1.8. The Contractor shall provide CFSS utilizing the Strengthening Families Framework and addressing Protective Factors, which may be provided through a variety of methods, as determined to be convenient for clients and families, which include, but are not limited to:
- 1.1.8.1. Home visiting services.
 - 1.1.8.2. Workshops.
 - 1.1.8.3. Support groups.
 - 1.1.8.4. Utilizing the Strengthening Families Framework.
 - 1.1.8.5. Addressing protective factors.
 - 1.1.8.6. Community Events.
- 1.1.9. The Contractor shall provide services designed to prevent child maltreatment, neglect and Juvenile Just Involvement by ensuring:
- 1.1.9.1. Services are trauma informed.
 - 1.1.9.2. Parenting education and family support is available through a variety of evidence-based curriculums; and
 - 1.1.9.3. Age appropriate education is available utilizing Bright Futures-Guidelines for Health Supervision, of Infants, Children and Adolescents.
- 1.1.10. The Contractor shall provide parenting education to families including but not limited to:
- 1.1.10.1. Literacy.
 - 1.1.10.2. Financial.
 - 1.1.10.3. Medical and Health.
- 1.1.11. The Contractor shall incorporate five (5) protective factors that promote children and promote healthy development and wellbeing, which include:
- 1.1.11.1. Parental resilience.
 - 1.1.11.2. Knowledge of parenting and child development.
 - 1.1.11.3. Social Connections.
 - 1.1.11.4. Concrete Supports.
 - 1.1.11.5. Social emotional competence.
- 1.1.12. The Contractor shall utilize the Protective Factors Survey upon intake, to evaluate the families on multiple protective factors to prevent child abuse and neglect.

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- 1.1.13. The Contractor shall provide and connect families to services that include but are not limited to:
 - 1.1.13.1. Social.
 - 1.1.13.2. Healthcare.
 - 1.1.13.3. Family Planning.
 - 1.1.13.4. Parenting Support.
- 1.1.14. The Contractor shall provide CFSS that support parents who may be experiencing social, emotional, physical and mental health events that interfere with their ability to parent their children.
- 1.1.15. The Contractor shall provide CFSS in a flexible and integrated approach that provides support services to families on a continuum of three stages:
 - 1.1.15.1. Prevention.
 - 1.1.15.2. Early intervention.
 - 1.1.15.3. Crisis.
- 1.1.16. The Contractor shall facilitate identification and evaluation of programs and services available to families experiencing conditions that may include, but are not limited to:
 - 1.1.16.1. A previous or current founded, or unfounded, child protective services report.
 - 1.1.16.2. Having a child who has a low birth weight and neuro developmental delays.
 - 1.1.16.3. A history of, or current, parental or caregiver substance abuse.
 - 1.1.16.4. A history of, or current, mental health concerns relative to the parent, caregiver, or child(ren).
 - 1.1.16.5. Having income at or below 300% of the Federal Poverty Level.
 - 1.1.16.6. Family history of domestic violence.
 - 1.1.16.7. Child's insecure attachment in early years.
 - 1.1.16.8. Pregnancy; birth of a child within the past twelve (12) months; birth of an additional child within the next six (6) months; birth or expected birth of a child with special healthcare needs.
 - 1.1.16.9. Pregnant individuals with prenatal substance use concerns and families with substance exposed infants.

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- 1.1.16.10. Having more than one (1) child under the age of three (3) years.
- 1.1.16.11. Physical or social isolation or any other factors that contribute to unhealthy social and emotional outcomes.
- 1.1.16.12. Home conditions presenting a health and/or safety risk to family members.
- 1.1.16.13. Child or family with chronic health, behavioral or developmental issues with impacts parenting.
- 1.1.16.14. Ages and Stages Questionnaire (ASQ) and Ages and Stages Questionnaire Social Emotional (ASQ-SE) results that indicate developmental delays.
- 1.1.16.15. Families impacted by traumatic events.
- 1.1.16.16. Receiving Temporary Assistance to Needy Families (TANF) cash assistance or any of the Medicaid options.
- 1.1.16.17. Substance Use Disorder services.
- 1.1.17. The Contractor shall ensure services are multigenerational; trauma-informed; culturally responsive; strengths-based; and focused on empowering families. The Contractor shall ensure service activities include, but are not limited to:
 - 1.1.17.1. Evidence-based practices, where available.
 - 1.1.17.2. Education and direct services that support parent and child wellbeing.
 - 1.1.17.3. Case management.
 - 1.1.17.4. Connections to a broad range of resources and referrals that respond to a family's needs.
- 1.1.18. The Contractor shall utilize marketing strategies to increase presence of CFSS in the community, including but not limited to:
 - 1.1.18.1. Producing and distributing Family Resource Center-branded flyers; tablecloths, and brochures.
 - 1.1.18.2. Ensuring staff wear with the Family Resource Center logo.
 - 1.1.18.3. Utilizing the Family Resource Center Facebook page to engage referral sources, families and community members.
 - 1.1.18.4. Develop and provide local newspapers and radio stations with press releases and community calendars of events.

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1.1.19. The Contractor shall ensure services are available during times that are convenient for families, including during hours that accommodate families who may have non-traditional schedules or hours.

1.2. Assessments and Referrals

1.2.1. The Contractor shall accept referrals from hospitals and medical centers when clients have a Plan of Safe Care, or assist pregnant and postpartum women with developing a Plan of Safe Care in collaboration with medical providers. The Contractor shall:

1.2.1.1. Provide early intervention in at risk pregnant and parenting families.

1.2.1.2. Prioritize pregnant parents with substance use disorder for support and assignment.

1.2.2. The Contractor shall receive referrals from organizations whose families may need a Plan of Safe Care, referrals include but are not limited to:

1.2.2.1. Concord Hospital

1.2.2.2. Spear Memorial Hospital

1.2.2.3. Dartmouth Hitchcock Medical Center

1.2.2.4. Primary care physicians and pediatricians

1.2.3. The Contractor shall provide direct services for the infant and the family or caregiver to help ensure the safety and wellbeing of an infant affected by substance abuse

1.2.4. The Contractor shall provide direct services for infants who are experiencing withdrawal symptoms from prenatal drug exposure or fetal alcohol spectrum disorder.

1.2.5. The Contractor shall complete a Family Assessment utilizing the Protective Factors Survey, 2nd Edition (PFS-2) for each family referred for services in order to:

1.2.5.1. Identify risk factors;

1.2.5.2. Determine appropriate CFSS; and

1.2.5.3. Provide appropriate CFSS.

1.2.6. The Contractor shall ensure that each family is provided each family with an Individual Service Plan (ISP) that addresses and targets barriers to receiving education and support services, which may include but are not limited to:

1.2.6.1. Parent education and support;

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- 1.2.6.2. Family mentoring and advocacy;
 - 1.2.6.3. Medical and health education;
 - 1.2.6.4. Early childhood education;
 - 1.2.6.5. Literacy education and support; and
 - 1.2.6.6. Life skills training.
- 1.2.7. The Contractor shall provide referrals to appropriate community-based services and other resources that support families in their home communities, which may include, but are not limited to:
- 1.2.7.1. Child Care Aware of New Hampshire.
 - 1.2.7.2. The Department of Health and Human Services District Offices for assistance with program eligibility determination.
 - 1.2.7.3. Special Medicaid Services, including Family Centered Early Supports and Services (FCESS).
 - 1.2.7.4. Family violence prevention agencies.
 - 1.2.7.5. Mental health services.
 - 1.2.7.6. Nutrition education and healthy foods.
 - 1.2.7.7. Instructional money management.
 - 1.2.7.8. Smoking cessation programs, including referrals to QuitWorks-NH.
 - 1.2.7.9. Women, Infants and Children (WIC) Nutrition programs for access to breastfeeding supports, nutritional education, and healthy foods.
 - 1.2.7.10. Independent living programs.
 - 1.2.7.11. Adult education.
 - 1.2.7.12. Literacy education.
 - 1.2.7.13. Employment services.
 - 1.2.7.14. Vocational rehabilitation services.
 - 1.2.7.15. NH Employment Securities.
 - 1.2.7.16. Area appropriate food pantries.
 - 1.2.7.17. Recreation and Early Learning programs.
- 1.2.8. The Contractor shall provide referrals to the local SAU special education department for programs, as appropriate, that include but are not limited to:

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- 1.2.8.1. Free and reduced lunch.
- 1.2.8.2. Summer camps for children who are impoverished and/or have a developmental disability.
- 1.2.8.3. Holiday gift giving programs.
- 1.2.8.4. Developmental and family support programs.
- 1.2.8.5. The Door Way.
- 1.2.8.6. Strength to Succeed.
- 1.2.8.7. Kinship Navigation services.
- 1.2.8.8. Caregiver support groups.
- 1.2.8.9. Community events.
- 1.2.8.10. Healthy Families America.
- 1.2.9. The Contractor shall ensure that families with children up to six (6) years of age are screened and participate in the Watch Me Grow Program. The Contractor shall:
 - 1.2.9.1. Distribute the "Learn the Signs, Act Early" materials;
 - 1.2.9.2. Report the number of families who received developmental screening education materials;
 - 1.2.9.3. Provide developmental and social emotional screenings for children ages one (1) month through five (5) years; and
 - 1.2.9.4. Report the number of families that received an ASQ-3 and ASQ-SE- screener.
- 1.2.9.1. The Contractor shall administer the Watch Me Grow curriculum/program/services in accordance with the Watch Me Grow guidelines.

1.3. Home Visiting Services

- 1.3.1. The Contractor shall provide home visiting services that are respectful of families' cultures and values while building on their strengths, being responsive to their needs, and ensuring voluntary participation of the families served.
- 1.3.2. The Contractor shall provide home visiting services that include, but are not limited to:
 - 1.3.2.1. Working with program participants to develop comprehensive goals that improve the economic self-sufficiency of families by assisting parents to develop vision for the future that includes, but is not limited to:

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- 1.3.2.1.1. Planning future pregnancies.
- 1.3.2.1.2. Continuing education.
- 1.3.2.1.3. Finding and maintaining employment.
- 1.3.2.1.4. Increasing Protective Factors of the family.
- 1.3.2.1.5. Obtaining secure housing.
- 1.3.2.1.6. Accessing community services.
- 1.3.2.1.7. Accessing parental education on topics that include, but are not limited to:
 - 1.3.2.1.7.1. Child development.
 - 1.3.2.1.7.2. Child behavior.
 - 1.3.2.1.7.3. Child health.
 - 1.3.2.1.7.4. Coping and problem solving skills.
 - 1.3.2.1.7.5. Safety.
 - 1.3.2.1.7.6. Parenting skills.
- 1.3.2.2. Providing standardized smoking cessation education and referrals, as appropriate, in order to increase the number of women who quit smoking.
- 1.3.2.3. Providing information to pregnant women relative to the importance of receiving consistent prenatal health care that results in healthy pregnancies and birth outcomes.
- 1.3.2.4. Providing information that promotes parent-child attachments that mitigate child maltreatment.
- 1.3.2.5. Providing education regarding the importance of primary care services for the family, including access to reproductive health care, timely immunizations, increased child safety, and the establishment of a medical home. The Contractor shall work to ensure:
 - 1.3.2.5.1. All women have access to formal, validated screening for prenatal and postpartum depression.
 - 1.3.2.5.2. All women who screen positive for maternal depression are referred to follow-up treatment, as appropriate.
 - 1.3.2.5.3. All participants are enrolled in primary care physician services.
 - 1.3.2.5.4. Improvement in family health and functioning.

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- 1.3.3. The Contractor shall provide home visiting services, utilizing evidence based approaches and training programs that include, but are not limited to:
 - 1.3.3.1. Growing Great Kids curriculum for parents of children up to five (5) years of age.
 - 1.3.3.2. Growing Great Families curriculum.
 - 1.3.3.3. Parents-as-Teachers curriculum.
 - 1.3.3.4. Positive Solutions for Families curriculum;
 - 1.3.3.5. SAMSHA's Anger Management curriculum, as appropriate.
 - 1.3.3.6. Circle of Security curriculum.
 - 1.3.3.7. Motivational interviewing.
 - 1.3.3.8. Reflective supervision.
- 1.3.4. The Contractor shall provide home visiting services to the families for a maximum of nine (9) months to ensure families achieve short-term objectives.
- 1.3.5. The Contractor shall utilize the Growing Great Kids curriculum to provide parent with role-playing activities and information about developmentally appropriate milestones for their children.
- 1.3.6. The Contractor shall provide home visiting services and classes at a variety of times, which include early evenings, weekends, mornings and afternoons.
- 1.3.7. The Contractor shall provide meeting space in a community setting in instances in which the family may not feel comfortable meeting at their residence.
- 1.3.8. The Contractor shall ensure families have access to meetings in a manner that ensures safety for both the Family Resource Center staff and the families served by training the families how to utilize web-based meeting methods that include, but are not limited to:
 - 1.3.8.1. Zoom.
 - 1.3.8.2. Google Classroom.
- 1.3.9. The Contractor shall ensure that the privacy of individuals served is maintained in any instance in which web-based meeting methods are utilized.
- 1.3.10. The Contractor shall ensure additional supports are provided to families during academic and routine changes, which may include, but are not limited to:

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- 1.3.10.1. Delivering hard copies of applications for support services.
- 1.3.10.2. Emotional learning activities.
- 1.3.10.3. Gas cards.
- 1.3.10.4. Phone cards.
- 1.3.10.5. Data cards.
- 1.3.11. The Contractor shall provide a Parent Leadership Certificate course to parents and/or caregivers, as needed, in order to develop leadership skills and facilitate opportunities for using specific skills in their community.
- 1.3.12. The Contractor shall provide evidence-based classes to build protective factors in the families, including but not limited to:
 - 1.3.12.1. Active Parenting of Teens.
 - 1.3.12.2. Active Parenting for Stepfamilies.
 - 1.3.12.3. Cooperative Parenting and divorce.
 - 1.3.12.4. Parenting Journey and Parenting Journey II.
 - 1.3.12.5. Inside Out Dad.
 - 1.3.12.6. Nurture Hope.
 - 1.3.12.7. Nurturing skills for families.
 - 1.3.12.8. Positive Solutions for Families.
 - 1.3.12.9. Tenant 101.
- 1.3.13. The Contractor shall ensure that families attending classes receive family meals and free childcare to increase the accessibility for families to participate.
- 1.3.14. The Contractor shall conduct an assessment with families to determine any barriers that may be preventing families from attending classes.
- 1.3.15. The Contractor shall refer families who need additional assistance based on the assessment to the Step Ahead program to assist with needs that may include, but are not limited to, enrollment in nutrition assistance and health insurance.
- 1.3.16. The Contractor shall evaluate the progress of both parents and caregivers, as well as the performance of the programs and services provided.

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1.3.17. The Contractor shall provide support groups for parents in order to promote health early childhood development and allow staff to model healthy parenting skills, including but not limited to:

1.3.17.1. Giggles and Grins Playgroup.

1.3.17.2. Happy Sounds.

1.3.17.3. Pre-Teen Recovery Outreach.

1.4. Staffing

1.4.1. The Contractor shall require all staff, subcontractors, and volunteers who have contact with children complete a criminal background check and central registry check.

1.4.2. The Contract shall ensure staff who shall drive as part of their job duties maintain a valid driver's license.

1.4.3. The Contractor shall ensure staff are trained in:

1.4.3.1. The principles of family support;

1.4.3.2. Maternal and child health;

1.4.3.3. The child welfare system with concentrations in service array;

1.4.3.4. Working in multidisciplinary teams.

1.4.4. The Contractor shall ensure staff trainings are focused on the prevention and elimination of child abuse and neglect, topics include but are not limited to:

1.4.4.1. Period of Purple Crying.

1.4.4.2. Strengthening Families approach.

1.4.5. The Contractor shall demonstrate on-going staff enrichment and development in areas that include, but are not limited to:

1.4.5.1. Skills needed to address the ethnic and cultural needs, resources, and assets of the community;

1.4.5.2. Exercising empathy, with an understanding of family stressors, for parents and families receiving services; and

1.4.5.3. Effective home visiting and reporting practices.

1.4.6. The Contractor shall ensure staff includes, at a minimum, a Program Director who works the minimum of a .5 Full Time Employee (FTE) and an appropriate number of Paraprofessional Home Visitors, necessary to implement the program.

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- 1.4.7. The Contractor shall ensure the Program Director has experience and education that include, but are not limited to:
- 1.4.7.1. A Master's degree in social work, counseling, nursing, public health or a related field, and
 - 1.4.7.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.4.7.3. A Bachelor's degree in social work, counseling, nursing, public health or related field; and
 - 1.4.7.4. Five (5) years of experience working with families and children in a social service, home health or other early childhood program setting, some of which shall have been in a supervisory capacity.
 - 1.4.7.5. The Contractor shall ensure Paraprofessional Home Visitors have, experience and education that include, but are not limited to:
 - 1.4.7.6. A Bachelor's degree in social work, counseling, nursing, human services, early childhood education or a related field; and
 - 1.4.7.7. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting.
- 1.4.8. The Contractor shall ensure a minimum of one (1) Home Visitor and the Home Visitor Supervisor are trained in either Growing Great Kids or Parents as Teachers curriculum and follow the Growing Great Kids requirements within six (6) months of the contract effective date.
- 1.4.9. The Contractor shall designate a staff person as the liaison for all programmatic correspondence between the Department and the Contractor, ensuring timely communication on topics that include, but are not limited to:
- 1.4.9.1. Clinical updates.
 - 1.4.9.2. Program announcements.
 - 1.4.9.3. Changes, errors, and requests.
- 1.4.10. The Contractor shall ensure all staff receive training on appropriate and effective referral methods, including but not limited to:
- 1.4.10.1. After school programs.

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- 1.4.10.2. Collaboration with SAU, teachers and guidance departments.
- 1.4.11. The Contractor shall staff consists of individuals having diverse ages, genders, religions, ethnicities and cultural backgrounds in order to form positive and relatable relationships with families.
- 1.4.12. The Contractor shall ensure all staff are fully trained in the Standards of Quality training and recertification prior to and while providing services to families.
- 1.4.13. The Contractor shall ensure staff engage with community stakeholders to address the needs of families and children, resources include but are not limited to:
 - 1.4.13.1. Thrive
 - 1.4.13.2. Family Support NH
 - 1.4.13.3. Winnepesaukee Public Health Council
 - 1.4.13.4. Winnisquam Regional System of Care
 - 1.4.13.5. Winniaquam Community Management Team
 - 1.4.13.6. NH Child Welfare System Transformation Prevention Services Workgroup.
 - 1.4.13.7. Stand up Laconia, Stand up Winnisquam
- 1.4.14. The Contractor shall develop community outreach avenues in order to maintain or increase community awareness of services available to families, areas include but are not limited to:
 - 1.4.14.1. Social media, including but not limited to:
 - 1.4.14.1.1. Facebook.
 - 1.4.14.1.2. Instagram.
 - 1.4.14.1.3. LinkedIn.
 - 1.4.14.2. Traditional media, including but not limited to:
 - 1.4.14.2.1. Laconia Daily Sun.
 - 1.4.14.2.2. Meredith News.
 - 1.4.14.2.3. Manchester Union Leader.
 - 1.4.14.3. Website and email.
 - 1.4.14.4. Grassroots outreach through distribution of flyers, including but not limited to:
 - 1.4.14.4.1. Schools.

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- 1.4.14.4.2. Churches.
- 1.4.14.4.3. Libraries.
- 1.4.14.4.4. Homeless shelters.

1.4.14.5. Networking with community collaborators.

1.5. Relevant Laws, Policies and Guidelines

- 1.5.1. The Contractor shall be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 1.5.2. The Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130:A, Lead Paint Poisoning and Control.
- 1.5.3. The Contractor shall participate and coordinate 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.
- 1.5.4. The Contractor shall promote immunizations, in accordance with NH RSA 141-C and the Immunization Rules promulgated thereunder.
- 1.5.5. The Contractor's program services shall meet the requirements of Sec. 401 (a)(3) of the 42USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF, which indicates one of the purposes 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.
- 1.5.6. The Contractor shall comply with confidentiality provisions of RSA 170-G: 8-a. All information regarding the Department's clients, client families, foster families, and other involved individuals, is strictly confidential and shall not be discussed with anyone except the Department's personnel in the performance of contracted services.
- 1.5.7. The Contractor shall maintain the confidentiality of all clients and use client information only for program administration purposes and evaluation, ensuring the following, including but not limited to:
 - 1.5.7.1. All staff and subcontractor(s) understand that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.

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- 1.5.7.2. All staff and subcontractor(s) adhere to the standards and confidentiality policies of the organization.
- 1.5.7.3. Receipt of public assistance and other confidential information shared shall be shared only as part of the medical record and only with the properly signed release of information from the client.
- 1.5.8. The Contractor shall, for purposes of program evaluation and/or continuous quality improvement, report personally identifiable health data to the Department as requested, for all clients served under the resulting contract.
- 1.5.9. The Contractor shall obtain any authorizations for release of information from the clients that are necessary to comply with federal and state laws and regulations.
- 1.5.10. The Contractor shall provide all forms developed for authorization for release of information to the Department shall prior to use.
- 1.5.11. The Contractor shall adhere to the legal requirements governing human subjects' research if considering using program participants for clinical or sociological research purposes.
- 1.5.12. The Contractor shall inform the Division of Public Health Services prior to initiating any research related to the resulting contract.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports highlighting the program activities no later than the fifteenth (15th) day of the month following the reporting period, with the first report is due no later than October 15, 2020. The Contractor shall ensure quarterly reports include, but are not limited to:
 - 3.1.1. The progress in achieving the stated outcomes.

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



- 3.1.2. Feedback from families as to the effectiveness and satisfaction of the contracted services.
- 3.2. The Contractor shall submit annual reports to the Department no later than July 31st of each contract year, with the first report due on July 31, 2021. The Contractor shall ensure quarterly reports include but are not limited to:
 - 3.2.1. Information regarding accomplishments and activities for the program.
 - 3.2.2. Recommendations for service development and outcomes.
 - 3.2.3. Systemic barriers experienced.
 - 3.2.4. Family satisfaction survey results.
- 3.3. The Contractor shall enter data into the Welligent System within thirty (30) days from receiving the data, ensuring data includes, but is not limited to:
 - 3.3.1. Encrypted client identifier; first two initials of the first name, first three initials of the last name.
 - 3.3.2. Gender
 - 3.3.3. Date of Birth.
 - 3.3.4. Race.
 - 3.3.5. Ethnicity.
 - 3.3.6. Date of Screening.
 - 3.3.7. Which month Ages and Stages Questionnaire (ASQ) was administered.
 - 3.3.8. Recheck.
 - 3.3.9. Referred
 - 3.3.10. Receiving services.
 - 3.3.11. Screening score.
 - 3.3.12. Consent signed to notify Primary Care Physician (PCP).
 - 3.3.13. Date the screen was sent to the client's PCP.
- 3.4. The Contractor shall collaborate with the Department to provide requested information relative to program evaluation and other information, as needed, to meet Department goals and requirements and provide information to different Divisions within the Department that include, but are not limited to the:
 - 3.4.1. Division for Children, Youth and Families.
 - 3.4.2. Division of Public Health Services.
 - 3.4.3. Division for Economic and Housing Stability.

Contractor Initials

RB

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



3.5. The Contractor shall maintain a Family Service Record, as provided by the Department, on each family in compliance with all Health Insurance Portability and Accountability Act (HIPAA), Privacy Rules. The Contractor shall ensure the Family Service Record includes, but not be limited to:

- 3.5.1. Source of referral.
- 3.5.2. Referral information.
- 3.5.3. Release of information form.
- 3.5.4. Family assessment.
- 3.5.5. Child/Family services plan.
- 3.5.6. Case contact log.
- 3.5.7. Receipt of health care.
- 3.5.8. Linkages with prenatal/primary care and visit schedule as outlined in the American Academy of Pediatrics, "Recommendations for Preventative Pediatric Health Care" schedule.
- 3.5.9. Progress notes.
- 3.5.10. Child care utilization and billing information.
- 3.5.11. Case closure report.

3.6. The Contractor shall ensure Family Service Records are summarized and entered into the Quick Base in real-time.

4. Performance Measures

- 4.1. The Contractor shall ensure consumer satisfaction data indicates a minimum of 80% favorable rating.
- 4.2. The Contractor shall sustain 100% screening of family participation in the Watch Me Grow Program in families with children up to six (6) years of age.
- 4.3. The Contractor shall work collaboratively with the Department to ensure evidence-based strategies are used and appropriate metrics are tracked for specific programs and sub-populations.
- 4.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.5. The Contractor shall track a range of performance improvement topics that include, but are not limited to:
 - 4.5.1. Increasing outreach to high-risk populations;
 - 4.5.2. Increasing the share of referred families who enroll in services;
 - 4.5.3. Increasing service completion dates; and

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6/19/20



- 4.5.4. Evaluating long-term program outcomes.
- 4.6. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.7. The Contractor shall collect and share data with the Department in a format specified by the Department, where applicable.
- 5. **Additional Terms**
 - 5.1. **Impacts Resulting from Court Orders or Legislative Changes**
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
 - 5.2. **Culturally and Linguistically Appropriate Services (CLAS)**
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
 - 5.3. **Credits and Copyright Ownership**
 - 5.3.1. 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, "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."
 - 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
 - 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.

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



5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical 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.

6.1.2. All records shall 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.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

6.1.4. Medical records on each patient/recipient of services.

6.2. 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. 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.

AB

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



Payment Terms

1. This Agreement is funded by:
 - 1.1. 1.37% by the US Department of Health and Human Services, Administrations on Children, Youth and Families, Child Welfare Social Services, Title IV-B, Subpart 1, of the Social Security Act, CFDA 93.645, FAIN# 2001NHCWSS.
 - 1.2. 6.74% by the US Department of Health and Human Services, Administration for Children & Families, Administration on Children, Youth and Families, Promoting Safe and Stable Families, CFDA 93.556, FAIN# 2001FPSS.
 - 1.3. 23.23% by the US Department of Health and Human Services, Administration for Children & Families, Title XX Grants, SSBG – Social Services Block Grant, CFDA 93.667, FAIN# 2001NHSOSR.
 - 1.4. 55.65%, by the US Department of Health and Human Services, Temporary Assistance for Needy Families, CFDA 93.558, FAIN# 19NHTANF.
 - 1.5. 1.80% by the US Department of Health and Human Services, Maternal and Child Health Services Block Grant, CFDA 93.994, FAIN# 90CA1858.
 - 1.6. 11.21% General Funds
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Sub-recipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, through Exhibit C-4, Budget Sheets.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to BFAlnvoices@dhhs.nh.gov, or invoices may be mailed to:

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



Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

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

EXHIBIT C



- 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. 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.

Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name Lakes Region Community Services

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-07-COMPR

Budget Period: SFY 2021 (7/1/2020 TO 6/30/21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 208,664.95	\$ -	\$ 208,664.95	\$ 68,287.55	\$ -	\$ 68,287.55	\$ 150,377.40	\$ -	\$ 150,377.40
2. Employee Benefits	\$ 69,685.64	\$ -	\$ 69,685.64	\$ 19,468.04	\$ -	\$ 19,468.04	\$ 50,217.60	\$ -	\$ 50,217.60
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00
7. Occupancy	\$ 14,200.00	\$ -	\$ 14,200.00	\$ 5,680.00	\$ -	\$ 5,680.00	\$ 8,520.00	\$ -	\$ 8,520.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,300.00	\$ -	\$ 1,300.00	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -
Insurance	\$ 6,660.00	\$ -	\$ 6,660.00	\$ 4,660.00	\$ -	\$ 4,660.00	\$ 2,000.00	\$ -	\$ 2,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
12. Subcontracts/Agreements	\$ 5,200.00	\$ -	\$ 5,200.00	\$ -	\$ -	\$ -	\$ 5,200.00	\$ -	\$ 5,200.00
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 323,210.59	\$ -	\$ 323,210.59	\$ 89,395.59	\$ -	\$ 89,395.59	\$ 233,815.00	\$ -	\$ 233,815.00

Indirect As A Percent of Direct

0.0%

Contractor 
Date 6/11/20

Exhibit C-2, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name Lakes Region Community Services

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR

Budget Period: SFY 2022 (7/1/2021 TO 6/30/23)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 208,664.95	\$ -	\$ 208,664.95	\$ 64,287.55	\$ -	\$ 64,287.55	\$ 150,377.40	\$ -	\$ 150,377.40
2. Employee Benefits	\$ 60,685.64	\$ -	\$ 60,685.64	\$ 19,466.04	\$ -	\$ 19,466.04	\$ 50,217.00	\$ -	\$ 50,217.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00
7. Occupancy	\$ 14,200.00	\$ -	\$ 14,200.00	\$ 5,860.00	\$ -	\$ 5,860.00	\$ 8,520.00	\$ -	\$ 8,520.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,300.00	\$ -	\$ 1,300.00	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -
Insurance	\$ 6,660.00	\$ -	\$ 6,660.00	\$ 4,660.00	\$ -	\$ 4,660.00	\$ 2,000.00	\$ -	\$ 2,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 5,200.00	\$ -	\$ 5,200.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 323,210.59	\$ -	\$ 323,210.59	\$ 89,395.59	\$ -	\$ 89,395.59	\$ 233,815.00	\$ -	\$ 233,815.00

Indirect As A Percent of Direct

0.6%

Contractor Initials 
Date 6/19/20

New Hampshire Department of Health and Human Services

Contractor name Lakes Region Community Services Family Resource Center

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR

Budget Period: SFY 2023 (7/1/2022 TO 6/30/23)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 208,684.95	\$ -	\$ 208,684.95	\$ 58,287.55	\$ -	\$ 58,287.55	\$ 150,377.40	\$ -	\$ 150,377.40
2. Employee Benefits	\$ 69,685.64	\$ -	\$ 69,685.64	\$ 19,468.04	\$ -	\$ 19,468.04	\$ 50,217.60	\$ -	\$ 50,217.60
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00
7. Occupancy	\$ 14,200.00	\$ -	\$ 14,200.00	\$ 5,680.00	\$ -	\$ 5,680.00	\$ 8,520.00	\$ -	\$ 8,520.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,300.00	\$ -	\$ 1,300.00	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -
Insurance	\$ 6,660.00	\$ -	\$ 6,660.00	\$ 4,660.00	\$ -	\$ 4,660.00	\$ 2,000.00	\$ -	\$ 2,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
12. Subcontracts/Agreements	\$ 5,200.00	\$ -	\$ 5,200.00	\$ -	\$ -	\$ -	\$ 5,200.00	\$ -	\$ 5,200.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 323,210.59	\$ -	\$ 323,210.59	\$ 89,395.59	\$ -	\$ 89,395.59	\$ 233,815.00	\$ -	\$ 233,815.00

Indirect As A Percent of Direct 80%

Contractor 
Date 6/19/20

Exhibit C-4, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name Lakes Region Community Services

Budget Request for: COMPREHENSIVE FAMILY SUPPORT SERVICES RFP-2021-DEHS-02-COMPR

Budget Period: SFY 2024 (7/1/23) TO 6/30/24

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 208,684.95	\$ -	\$ 208,684.95	\$ 58,287.55	\$ -	\$ 58,287.55	\$ 150,377.40	\$ -	\$ 150,377.40
2. Employee Benefits	\$ 69,685.64	\$ -	\$ 69,685.64	\$ 19,468.04	\$ -	\$ 19,468.04	\$ 50,217.60	\$ -	\$ 50,217.60
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00
6. Travel	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00	\$ -	\$ 12,000.00
7. Occupancy	\$ 14,200.00	\$ -	\$ 14,200.00	\$ 5,680.00	\$ -	\$ 5,680.00	\$ 8,520.00	\$ -	\$ 8,520.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,300.00	\$ -	\$ 1,300.00	\$ 1,300.00	\$ -	\$ 1,300.00	\$ -	\$ -	\$ -
Insurance	\$ 6,660.00	\$ -	\$ 6,660.00	\$ 4,660.00	\$ -	\$ 4,660.00	\$ 2,000.00	\$ -	\$ 2,000.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
12. Subcontracts/Agreements	\$ 5,200.00	\$ -	\$ 5,200.00	\$ -	\$ -	\$ -	\$ 5,200.00	\$ -	\$ 5,200.00
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 323,210.59	\$ -	\$ 323,210.59	\$ 89,395.59	\$ -	\$ 89,395.59	\$ 233,815.00	\$ -	\$ 233,815.00

Indirect As A Percent of Direct

0%

Comptroller
RB
Date 6/19/20



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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.

Vendor Name: LAKES Region Community Services

Rebecca Bryant
Name: Rebecca Bryant
Title: CEO

6/19/20
Date

Vendor Initials RB
Date 6/19/20



CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name: Lakes Region Community Services

6/19/20
Date

Rebecca Bryant
Name: Rebecca Bryant
Title: CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: Lakes Region Community Services

6/19/20
Date

Rebecca Grant
Name: Rebecca Grant
Title: CEO

Vendor Initials RB
Date 6/19/20



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

The Vendor 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:

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

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

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

Exhibit G

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

Vendor Initials

RB

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Lakes Region Community Services

6/19/20
Date

Rebecca Bryant
Name: Rebecca Bryant
Title: CEO

Exhibit G

Vendor Initials RB

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The Vendor 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 Vendor 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.

Vendor Name: Lakes Region Community Svcs

6/19/20
Date

Rebecca L Bryant
Name: Rebecca L Bryant
Title: CEO



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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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6/19/20



Exhibit I

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

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

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

RB



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Exhibit I

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

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

AB



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.

3/2014

Contractor Initials RB

Date 6/19/20



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>Department of Health and Human Services</u>	<u>Lakes Region Community Services</u>
<u>The State</u>	<u>Name of the Contractor</u>
<u><i>Christine Santaniello</i></u>	<u><i>Rebecca L. Beant</i></u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Christine Santaniello</u>	<u>Rebecca L. Beant</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Director DEHS</u>	<u>CEO</u>
Title of Authorized Representative	Title of Authorized Representative
<u>6/24/20</u>	<u>6/19/20</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:

Rebecca L. Bryant
President & CEO
LRCS

6/19/20
Date

Rebecca Bryant
Name:
Title:



FORM A

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

1. The DUNS number for your entity is: 122778277
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: _____

RB
6/19/20



A. Definitions

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

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

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

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

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DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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



Exhibit K

DHHS Information Security Requirements

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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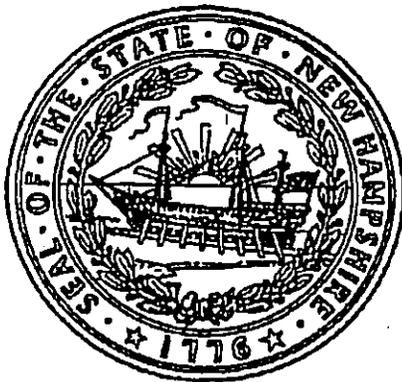
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKES REGION COMMUNITY SERVICES COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 29, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64109

Certificate Number : 0004886293



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
Without Seal

I, Lynn Hilbrunner, do hereby certify that:

1. I am the duly elected Clerk of the Board of Directors of Lakes Region Community Services Council.

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 20, 2020

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of Comprehensive Family Support Services.

RESOLVED: That the President & Chief Executive Officer (CEO) is hereby authorized on behalf of this Corporation 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 foregoing resolutions have not been amended or revoked and remain in full force and effect as of the 19 day of June, 2020

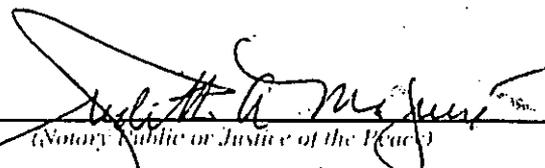
4. Rebecca L. Bryant is the duly elected President & CEO of the Corporation.



(Signature of Clerk of the Corporation)

State of New Hampshire
County of Belknap

The foregoing instrument was acknowledged before me this 19 day of
June, 2020, by Lynn Hilbrunner
(Name of Clerk of the Corporation)

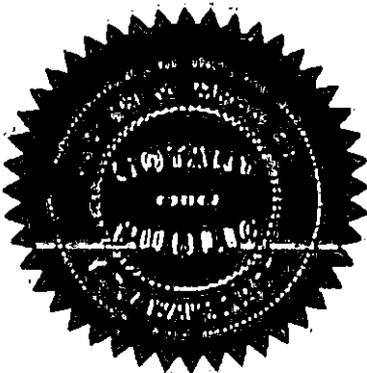


(Notary Public or Justice of the Peace)

Name (Print): Judith A. Maguire

Title: Notary Public

My Commission Expires: 8-14-2024





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Melcher & Prescott Insurance 426 Main Street Laconia NH 03246		CONTACT NAME: Jill Martineau PHONE (A.C. No. Ext.): (603) 524-4535 FAX (A.C. No.): E-MAIL ADDRESS: jmartineau@melcher-prescott.com	
INSURED LR Community Services Council P O Box 509 Laconia NH 03246		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co. INSURER B: Granite State Work Comp Manul INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL19122703936

REVISION NUMBER:

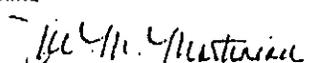
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2068669	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2068679	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			PHUB702689	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC0120201001946	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Mission Statement

Dedicated to serving the community by promoting independence, dignity and opportunity.

Value Statements

As individuals and as a community agency, we:

- Value all people;
 - Value a team approach in all we do;
 - Value and respect one another;
 - Value our relationships in the communities in which we live and work;
 - Value our role as facilitators of relationships; and
 - Value and recognize that our relationships evolve, grow, and change over time.
-

Financial Statements

LAKES REGION COMMUNITY SERVICES
COUNCIL, INC.

**FOR THE YEARS ENDED
JUNE 30, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

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To the Board of Directors of
Lakes Region Community Services Council, Inc.
Laconia, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Lakes Region Community Services Council, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2019.

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 misstatements, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the 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 Lakes Region Community Services Council, Inc. as of June 30, 2019 and 2018, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2019 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Lakes Region Community Services Council, Inc.'s June 30, 2018 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 12, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 17-19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone McDowell Roberts,
Professional Association

Wolfeboro, New Hampshire
October 9, 2019

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 4,663,758	\$ 4,830,595
Accounts receivable:		
Medicaid	612,598	580,310
Other, net of allowance for doubtful accounts of \$50,000 at June 30, 2019 and 2018	286,337	168,049
Prepaid expenses	<u>28,132</u>	<u>27,068</u>
Total current assets	<u>5,591,825</u>	<u>5,606,022</u>
PROPERTY AND EQUIPMENT, NET	<u>3,444,274</u>	<u>3,649,931</u>
OTHER ASSETS		
Due from affiliates, net	57,267	-
Deposits	<u>37,779</u>	<u>37,779</u>
Total other assets	<u>95,046</u>	<u>37,779</u>
Total assets	<u>\$ 9,131,145</u>	<u>\$ 9,293,732</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 723,422	\$ 772,947
Accrued salaries, wages, and related expenses	452,517	614,648
Accrued earned time	305,524	302,089
Refundable advances	121,549	61,647
Other accrued expenses	<u>146,557</u>	<u>126,213</u>
Total current liabilities	<u>1,749,569</u>	<u>1,877,544</u>
LONG TERM LIABILITIES		
Due to affiliates, net	-	<u>50,359</u>
Total liabilities	<u>1,749,569</u>	<u>1,927,903</u>
NET ASSETS		
Without donor restrictions	6,079,798	6,013,888
With donor restrictions	<u>1,301,778</u>	<u>1,351,941</u>
Total net assets	<u>7,381,576</u>	<u>7,365,829</u>
Total liabilities and net assets	<u>\$ 9,131,145</u>	<u>\$ 9,293,732</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2019</u>	<u>2018</u>
CHANGES IN NET ASSETS				
Revenues				
Program fees	\$ 1,478,072	\$ -	\$ 1,478,072	\$ 1,390,224
Medicaid	21,326,918	-	21,326,918	20,737,838
Client resources	97,250	-	97,250	81,244
Other third party payers	5,281	-	5,281	35,478
Public support	490,077	-	490,077	382,754
Private foundations	78,500	-	78,500	65,500
Production/service income	169,225	-	169,225	231,390
Investment	24,491	-	24,491	8,763
State of New Hampshire - DDS	1,322,817	-	1,322,817	1,373,522
Management fees	14,616	-	14,616	18,412
Other	452,977	-	452,977	421,164
	<u>25,460,224</u>	<u>-</u>	<u>25,460,224</u>	<u>24,746,289</u>
Total revenues				
Expenses				
Program services				
Service coordination	1,085,925	-	1,085,925	1,130,386
Day programs	3,882,692	-	3,882,692	3,927,925
Early intervention	696,826	-	696,826	660,425
Enhanced family care	3,204,420	-	3,204,420	3,302,910
Community options	335,310	-	335,310	183,127
Community residences	8,714,212	-	8,714,212	8,097,051
Transportation	93,507	-	93,507	126,967
Family support	3,888,473	-	3,888,473	3,743,831
Other DDS	91,826	-	91,826	46,283
Other programs	1,130,021	-	1,130,021	1,068,319
Supporting activities				
General management	2,130,596	50,163	2,180,759	2,300,093
Fundraising	140,506	-	140,506	151,625
	<u>25,394,314</u>	<u>50,163</u>	<u>25,444,477</u>	<u>24,738,942</u>
Total expenses				
CHANGE IN NET ASSETS	65,910	(50,163)	15,747	7,347
NET ASSETS, BEGINNING OF YEAR	<u>6,013,888</u>	<u>1,351,941</u>	<u>7,365,829</u>	<u>7,358,482</u>
NET ASSETS, END OF YEAR	<u>\$ 6,079,798</u>	<u>\$ 1,301,778</u>	<u>\$ 7,381,576</u>	<u>\$ 7,365,829</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 15,747	\$ 7,347
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	247,854	236,345
(Increase) decrease in assets:		
Certificates of deposits	-	251,277
Accounts receivable	(150,576)	80,038
Prepaid expenses	(2,064)	36,922
Increase (decrease) in liabilities:		
Accounts payable	(49,525)	(67,930)
Accrued salaries, wages, and related expenses	(162,131)	192,962
Accrued earned time	3,435	(2,353)
Refundable advances	59,902	(29,108)
Other accrued expenses	20,344	(5,279)
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(17,014)</u>	<u>700,221</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	<u>(42,197)</u>	<u>(169,365)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(42,197)</u>	<u>(169,365)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase in due from affiliates	(57,267)	-
Decrease in due to affiliates	<u>(50,359)</u>	<u>(176,370)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(107,626)</u>	<u>(176,370)</u>
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(166,837)	354,486
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>4,830,595</u>	<u>4,476,109</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 4,663,758</u>	<u>\$ 4,830,595</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
PERSONNEL COSTS					
Salaries and wages	\$ 657,352	\$ 2,402,228	\$ 393,018	\$ 215,808	\$ 217,590
Employee benefits	178,179	651,478	108,377	58,668	58,579
Payroll taxes	48,253	182,382	28,467	15,957	15,239
PROFESSIONAL FEES AND CONSULTATIONS					
Client treatment & therapies	99,994	-	-	2,826,745	-
Accounting/auditing	-	-	-	-	-
Legal	240	-	-	-	-
Subcontract services	-	300	114,870	-	300
Other professional fees	34,523	-	-	-	-
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	-	-	-	-
Conference/conventions	265	-	-	-	-
Other staff development	-	400	639	-	-
OCCUPANCY COSTS					
Rent	-	82,813	-	-	-
Mortgage payments	-	-	-	-	-
Utilities	-	9,404	-	311	-
Repairs and maintenance	-	3,067	-	-	-
Other occupancy costs	41,250	27,489	31,381	14,724	2,809
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	2,022	5,695	1,607	1,586	11,824
Building/household	-	690	-	-	-
Client	1,048	2,309	-	16,391	1,638
Medical supplies	-	16	-	42	-
ASSISTANCE TO INDIVIDUALS	2,119	-	-	-	-
PRODUCT SALES	-	24,788	-	-	-
EQUIPMENT RENTAL	-	-	-	-	-
EQUIPMENT MAINTENANCE	-	178	-	927	-
DEPRECIATION	-	11,020	-	-	-
ADVERTISING	-	67	-	294	-
PRINTING	614	-	-	-	-
TELEPHONE	26	9,273	-	28	-
POSTAGE	88	60	51	-	-
TRANSPORTATION	19,156	363,328	16,445	34,817	27,331
INSURANCE	-	-	-	-	-
MEMBERSHIP DUES	-	8,315	-	-	-
CLIENT PAYMENTS	-	92,462	1,011	138	-
OTHER	796	4,930	960	17,984	-
TOTAL FUNCTIONAL EXPENSES	\$ 1,085,925	\$ 3,882,692	\$ 696,826	\$ 3,204,420	\$ 335,310

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Transportation</u>	<u>Family Support</u>	<u>Other DDS</u>	<u>General Management</u>
PERSONNEL COSTS					
Salaries and wages	\$ 3,380,878	\$ 21,300	\$ 1,167,472	\$ -	\$ 892,556
Employee benefits	917,458	5,635	312,842	-	253,143
Payroll taxes	251,902	1,549	85,030	-	62,125
PROFESSIONAL FEES AND CONSULTATIONS					
Client treatment & therapies	142,301	-	1,574,101	-	-
Accounting/auditing	-	-	-	-	101,500
Legal	-	-	-	-	3,775
Subcontract services	3,252,318	-	405,179	-	-
Other professional fees	-	-	14,692	55,786	187,950
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	-	-	-	451
Conference/conventions	-	-	3,261	-	13,862
Other staff development	12	-	1,090	-	39,631
OCCUPANCY COSTS					
Rent	200,607	-	-	-	-
Mortgage payments	9,023	-	-	-	-
Utilities	104,642	-	-	-	51,587
Repairs and maintenance	75,988	-	-	-	113,346
Other occupancy costs	41,819	-	11,344	-	(145,118)
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	23,153	110	596	-	78,447
Building/household	20,084	-	17	-	1,595
Client	110,112	-	3,777	-	6,364
Medical supplies	1,609	-	9,266	681	-
ASSISTANCE TO INDIVIDUALS					
	-	-	25,289	-	-
PRODUCT SALES					
	5	-	-	-	28
EQUIPMENT RENTAL					
	-	-	-	-	23,467
EQUIPMENT MAINTENANCE					
	8,438	-	-	-	17,190
DEPRECIATION					
	36,050	13,805	-	-	186,979
ADVERTISING					
	-	-	2,571	-	38,021
PRINTING					
	-	-	-	-	1,941
TELEPHONE					
	7,314	-	-	-	40,941
POSTAGE					
	-	-	50	-	17,345
TRANSPORTATION					
	128,518	51,108	191,083	685	521
INSURANCE					
	-	-	-	-	110,247
MEMBERSHIP DUES					
	-	-	78,772	-	55,293
CLIENT PAYMENTS					
	40	-	-	-	7,092
OTHER					
	1,941	-	2,241	34,674	20,480
TOTAL FUNCTIONAL EXPENSES	\$ 8,714,212	\$ 93,507	\$ 3,888,473	\$ 91,826	\$ 2,180,759

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2019 Totals</u>	<u>2018 Totals</u>
PERSONNEL COSTS					
Salaries and wages	\$ 95,882	\$ 9,444,084	\$ 706,072	\$ 10,150,156	\$ 10,439,985
Employee benefits	26,594	2,570,753	191,216	2,761,969	2,797,531
Payroll taxes	7,342	698,246	57,533	755,779	778,258
PROFESSIONAL FEES AND CONSULTATIONS					
Client treatment & therapies	-	4,643,141	22,215	4,665,356	4,653,797
Accounting/auditing	-	101,500	-	101,500	107,119
Legal	-	4,015	-	4,015	6,783
Subcontract services	-	3,772,967	20,745	3,793,712	2,713,493
Other professional fees	740	293,691	3,785	297,476	276,587
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	451	-	451	972
Conference/conventions	4,302	21,690	269	21,959	26,666
Other staff development	-	41,772	315	42,087	30,837
OCCUPANCY COSTS					
Rent	-	283,420	-	283,420	292,568
Mortgage payments	-	9,023	-	9,023	8,805
Utilities	-	165,944	-	165,944	170,635
Repairs and maintenance	-	192,401	-	192,401	130,656
Other occupancy costs	12	25,710	63,366	89,076	81,982
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$2,500	-	125,040	5,554	130,594	76,797
Building/household	-	22,386	65	22,451	26,977
Client	185	141,824	7,707	149,531	173,465
Medical supplies	-	11,614	-	11,614	11,387
ASSISTANCE TO INDIVIDUALS					
	-	27,408	4,390	31,798	37,796
PRODUCT SALES					
	-	24,821	-	24,821	25,729
EQUIPMENT RENTAL					
	318	23,785	-	23,785	25,279
EQUIPMENT MAINTENANCE					
	-	26,733	-	26,733	55,057
DEPRECIATION					
	-	247,854	-	247,854	236,345
ADVERTISING					
	500	41,453	-	41,453	33,954
PRINTING					
	1,841	4,396	-	4,396	12,683
TELEPHONE					
	-	57,582	-	57,582	107,263
POSTAGE					
	295	17,889	39	17,928	18,359
TRANSPORTATION					
	-	832,992	37,389	870,381	952,391
INSURANCE					
	-	110,247	-	110,247	86,532
MEMBERSHIP DUES					
	1,613	143,993	2,139	146,132	141,817
CLIENT PAYMENTS					
	-	100,743	1,095	101,838	136,273
OTHER					
	882	84,888	6,127	91,015	64,164
TOTAL FUNCTIONAL EXPENSES	\$ 140,506	\$ 24,314,456	\$ 1,130,021	\$ 25,444,477	\$ 24,738,942

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Lakes Region Community Services Council, Inc. (the Council) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to ensure there is a coordinated and efficient program of human services dealing effectively with the problems and needs of the developmentally impaired of Belknap County, lower Grafton County and the surrounding communities.

Basis of Accounting

The financial statements of Lakes Region Community Services Council, Inc. have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements of the Council have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Council to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Council. These net assets may be used at the discretion of the Council's management and board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Council or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

As of June 30, 2019 and 2018, the Council had net assets with donor restrictions and net assets without donor restrictions.

Cash and Cash Equivalents

For the purposes of the Statements of Cash Flows, the Council considers all demand deposits, money market funds, and short-term investments with original maturities of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

The Council has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 4.

It is the policy of the Council to provide services to all eligible residents of central New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions in revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as net assets with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Council reports the support as net assets without donor restrictions.

Property and Depreciation

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	5 - 40 Years
Furniture, fixtures and equipment	3 - 10 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Fair Value of Financial Instruments

The Council's financial instruments consist of cash, short-term receivables and payables and customer deposits. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2019 and 2018.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

Summarized Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Council's financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Accrued Earned Time

The Council has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes

The Council is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Council to be other than a private foundation. However, income from certain activities not directly related to the tax-exempt purpose is subject to taxation as unrelated business income. Under Internal Revenue Code Section 512, certain parking related expenses determined to be qualified transportation fringes are treated as an increase in the amount of unrelated business taxable income. As a result of these taxable fringes, a tax liability of \$2,971 has been recognized in the financial statements as of June 30, 2019. No tax liability was accrued for the year ended June 30, 2018.

Management has evaluated the Council's tax positions and concluded that the Council has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Council is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2016.

Advertising

The Council expenses advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of allocation</u>
Salaries and benefits	Time and effort
Occupancy	Square footage/revenues
Depreciation	Direct assignment
All other expenses	Direct assignment

Accounting Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Council has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

2. AVAILABILITY AND LIQUIDITY

The following represents the Council's financial assets as of June 30, 2019 and 2018:

Financial assets at year-end:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 4,663,758	\$ 4,830,595
Accounts receivable:		
Medicaid	612,598	580,310
Other, net	286,337	168,049
Deposits	<u>37,779</u>	<u>37,779</u>
Total financial assets	<u>\$ 5,600,472</u>	<u>\$ 5,616,733</u>
Less amounts not available to be used within one year:		
Deposits	<u>\$ 37,779</u>	<u>\$ 37,779</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 5,562,693</u>	<u>\$ 5,616,733</u>

The Council's goal is generally to maintain financial assets to meet 90 days of operating expenses (approximately \$6.24 million). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

3. **PROPERTY AND EQUIPMENT**

As of June 30, 2019 and 2018, property and equipment consisted of the following:

	<u>2019</u>	<u>2018</u>
Buildings and improvements	\$ 3,936,642	\$ 3,936,642
Leasehold improvements	393,215	393,215
Furniture, fixtures and equipment	781,138	741,192
Vehicles	173,352	173,352
Land	152,200	152,200
Construction in progress	<u>4,893</u>	<u>2,643</u>
Total	5,441,440	5,399,244
Less accumulated depreciation	<u>1,997,166</u>	<u>1,749,313</u>
Property and equipment, net	<u>\$ 3,444,274</u>	<u>\$ 3,649,931</u>

Depreciation expense for the years ended June 30, 2019 and 2018 amounted to \$247,854 and \$236,345, respectively.

4. **DEMAND NOTE PAYABLE**

The Council maintains a revolving line of credit with a bank. The revolving line of credit provides for maximum borrowings up to \$3,000,000 and is renewable annually. Effective January 16, 2019 the Council renewed the revolving line of credit through December 31, 2019, and is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 9). At June 30, 2019 and 2018, the interest was stated at the bank's prime rate of 5.50% and 5.00%, respectively. There was no amount outstanding on this line of credit at June 30, 2019 and 2018.

5. **NET ASSETS**

Net assets with donor restrictions were made up of a building donated to the Council with restricted use for 30 years. The amount released from restriction each year is the current year depreciation on the building. The amount of net assets with donor restrictions were \$1,301,778 and \$1,351,941 for the years ended June 30, 2019 and 2018, respectively.

6. **RETIREMENT PLAN**

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2019 and 2018, the Council made matching contributions of 100% of a participant's salary reduction that was not in excess of 1.5% of the participant's compensation. All employees who work one thousand hours per year are eligible to participate after one year of employment. The Council's contribution to the retirement plan for the years ended June 30, 2019 and 2018 was \$60,666 and \$59,488, respectively.

7. CONCENTRATION OF RISK

For the years ended June 30, 2019 and 2018, approximately 84% of the total revenue was derived from Medicaid. The future existence of the Council is dependent upon continued support from Medicaid.

In order for the Council to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Health and Human Services (DHHS) as the provider of services for developmentally disabled individuals for that region. In June 2016, the Council was re-designated for the period September 2015 through September 2020.

Medicaid receivables comprise approximately 68% and 78% of the total accounts receivable balances at June 30, 2019 and 2018, respectively.

8. LEASE COMMITMENTS

The Council has entered into various operating lease agreements to rent certain facilities and office equipment for their community residences and other programs. The terms of these leases range from one to ten years. The Council also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$307,205 and \$317,847 for the years ended June 30, 2019 and 2018, respectively.

The future minimum lease payments on the above leases are as follows:

<u>Year Ending June 30</u>	<u>Amount</u>
2020	\$ 154,308
2021	109,608
2022	65,562
2023	53,700
2024	<u>4,475</u>
Total	<u>\$ 387,653</u>

Refer to Note 9 for information regarding a lease agreement with a related party.

9. RELATED PARTY TRANSACTIONS

Lakes Region Community Services Council, Inc. is related to the following nonprofit corporations as a result of common board membership:

<u>Related Party</u>	<u>Function</u>
Genera Corporation	Manages and leases property
Greater Laconia Transit Agency	Provides transportation services
Lakes Region Community Services Foundation	Solicit, receive, and administer fundraising efforts for the benefit of the Council and others

Lakes Region Community Services Council, Inc. has contracts and transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

<u>Received From:</u>	<u>2019</u>	<u>2018</u>	<u>Purpose</u>
Genera Corporation	\$ 14,400	\$ 14,400	Management, Accounting and Financial Services
Genera Corporation	\$ 14,988	\$ 14,988	Insurance Reimbursement
 <u>Paid To:</u>			
	<u>2019</u>	<u>2018</u>	
Genera Corporation	\$ 109,800	\$ 109,800	Rental of Homes
 <u>Due (To)/From:</u>			
	<u>2019</u>	<u>2018</u>	
Genera Corporation	\$ 4,272	\$ (29,573)	
Greater Laconia Transit Agency	61,214	(20,786)	
Lakes Region Community Services Foundation	<u>(8,219)</u>	<u>-</u>	
	<u>\$ 57,267</u>	<u>\$ (50,359)</u>	

There are no specified terms of payment and no interest stated on the related party due (to) from accounts.

Demand Note Payable

The Council's demand note payable is guaranteed by Genera Corporation (see Note 4).

Rent

The Council has a perpetual lease agreement with Genera Corporation which calls for annual rent payments. The future minimum lease payments under the lease are \$109,800, annually.

Insurance Reimbursement

Lakes Region Community Services Council, Inc. carries a joint liability policy with the related parties above. Lakes Region Community Services Council, Inc. pays for the coverage in full and then is reimbursed by the affiliates based on contracts between the agencies.

Prepaid Expenses Related to Affiliated Organization

The Council has recorded prepaid expenses related to advances paid to Greater Laconia Transit Agency for the purchase of vehicles to be used solely for the transportation services for the Council's consumers. There were no advances for the years ended June 30, 2019 and 2018.

The Council is expensing these advances over the useful lives of the vehicles (3 - 7 years). Accordingly, Greater Laconia Transit Agency has recorded the advances as deferred revenue and is recognizing income consistently over the useful lives of the vehicles. The total amount of the advances expensed by the Council and included as revenue by Greater Laconia Transit Agency was \$6,312 and \$25,420 for the years ended June 30, 2019 and 2018, respectively.

10. CONTINGENCIES - GRANT COMPLIANCE

The Council receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Council is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Council may be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2019.

11. CLIENT FUNDS

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2019 and 2018, client funds held by the Council aggregated \$260,453 and \$267,286, respectively.

12. CONCENTRATION OF CREDIT RISK

The Council maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2019 and 2018. In addition to FDIC coverage, certain deposits of the Council are insured or collateralized through other means. The Council has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2019 and 2018, cash balances in excess of FDIC coverage aggregated \$852,568 and \$839,173, respectively.

13. FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK

The Council maintains a repurchase account agreement with a bank. A portion of the Council's overnight deposit bank balances are divided into amounts under the FDIC limit of \$250,000 and swept into various insured bank accounts. This agreement provides flexibility to the Council by allowing them to maintain large cash balances in excess of the standard FDIC limit individually, but when spread across multiple banks, providing insurance for the full amount of the repurchase account.

14. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

15. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 9, 2019, the date the June 30, 2019 financial statements were available for issuance.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
Program fees	\$ 4,028	\$ 27,756	\$ 13,005	\$ 814,538	\$ -
Medicaid	907,938	3,671,177	615,210	3,496,026	289,494
Client resources	-	5,175	-	43,224	5,620
Other third party payers	4,725	556	-	-	-
Public support	-	-	363	-	110,753
Private foundations	-	-	-	-	-
Production/service income	-	147,067	10,726	-	-
Investment	-	-	-	-	-
State of New Hampshire - DDS	-	-	107,445	-	-
Management fees	-	-	-	-	-
Other	-	-	207	-	-
TOTAL FUNCTIONAL REVENUES	\$ 916,691	\$ 3,851,731	\$ 746,956	\$ 4,353,788	\$ 405,867

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Transportation</u>	<u>Family Support</u>	<u>Other DDS</u>	<u>General Management</u>
Program fees	\$ 396,052	\$ -	\$ 810	\$ 106,434	\$ 74,914
Medicaid	7,751,820	-	4,446,464	-	-
Client resources	30,415	-	12,816	-	-
Other third party payers	-	-	-	-	-
Public support	-	-	-	-	-
Private foundations	-	-	-	-	-
Production/service income	-	-	-	-	-
Investment	-	-	-	-	24,491
State of New Hampshire - DDS	194,300	-	108,268	-	912,804
Management fees	-	-	-	-	14,400
Other	-	-	30	-	57,835
TOTAL FUNCTIONAL REVENUES	<u>\$ 8,372,587</u>	<u>\$ -</u>	<u>\$ 4,568,388</u>	<u>\$ 106,434</u>	<u>\$ 1,084,444</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2019 Totals</u>	<u>2018 Totals</u>
Program fees	\$ -	\$ 1,437,537	\$ 40,535	\$ 1,478,072	\$ 1,380,224
Medicaid	-	21,178,129	148,789	21,326,918	20,737,838
Client resources	-	97,250	-	97,250	81,244
Other third party payers	-	5,281	-	5,281	35,478
Public support	16,492	127,608	362,469	490,077	382,754
Private foundations	-	-	78,500	78,500	65,500
Production/service income	-	157,793	11,432	169,225	231,390
Investment	-	24,491	-	24,491	8,763
State of New Hampshire - DDS	-	1,322,817	-	1,322,817	1,373,522
Management fees	-	14,400	216	14,616	18,412
Other	<u>(14,837)</u>	<u>43,235</u>	<u>409,742</u>	<u>452,977</u>	<u>421,164</u>
TOTAL FUNCTIONAL REVENUES	\$ 1,655	\$ 24,408,541	\$ 1,051,683	\$ 25,460,224	\$ 24,746,289

Lakes Region Community Services

**Board of Directors 2019 – 2020
Board List**

Gary Lemay, President

Margaret Selig, Vice President

Lynn Hilbrunner, Secretary

Carrie Chase, Treasurer

R. Stuart Wallace, Past President

Rosa Michaud, Member-at-Large

DIRECTORS

Randy Perkins

Richard Crocker

Garrett Lavallee

Catherine Walker

Thomas Costigan Jr.

Jeanin Onos

Kurt Christensen

Kirk Beattie

Matthew Canfield, *Director Emeritus*



Rebecca L. Bryant

EDUCATION

New England College

May 2018 Master of Business Administration & Non Profit Leadership Graduate Certificate

Keene State College

May 1995 Bachelor of Science, Business Management, Accounting Concentration

• Management Award

• NH Small Business Institute Project of the Year

• Business Manager, Equinox, Keene State Student Newspaper

EXPERIENCE

Lakes Region Community Services ♦ Laconia, New Hampshire

President & CEO October 2016 – Current

Chief Executive Officer of Community Based Not-For-Profit Corporation. Responsible for overall administration of a \$30 million with 400 employees, 100 private contractors, and serving thousands of individuals and families in the greater Lakes Region. Responsible for the development and oversight of a community based social services system including services to infants, children, families and elders through the lifespan. Provide total agency leadership, fiscal management, risk management, program stewardship. Report to and work closely with the Board of Directors.

Director of Finance April 2007 – October 2016

Chief Financial Officer. Oversaw financial and personnel administration for private non-profit human services agency with an annual budget of \$30 million and 400 employees. Prepared and monitored annual budgets. Negotiated funding requests with the New Hampshire Department of Health and Human Services (NHDHHS). Responsible for all funding compliance for NHDHHS and Center for Medicare and Medicaid Services (CMS.) Prepared and managed contracts with funding sources and vendors. Oversaw Agency Risk Management program. Administered the agency's compensation and benefits plans. Ensured compliance with applicable state and federal labor regulations. Oversaw the installation and support of agency Information Technology. Major accomplishments include work on the \$2.5mil Capital Campaign, complete IT Infrastructure overhaul, significant human capital and programmatic bridge building between Finance and Operations. Reported to and work closely with the Board of Directors and Executive Director.

Wilcom ♦ Laconia, New Hampshire

Controller August 2000-April 2007

Controller for Telecommunications Manufacturer celebrating 40 years in business in 2007. Direct report to the Vice President/Chief Financial Officer and President, Chief Operating Officer in New York. Responsible for all functions and employees in: Accounting, Sales, MIS, Customer Service, Human Resources and Facilities. As Acting General Manager responsible for NH Operations in the absence of the President and Vice President. During tenure with this company successes included; writing and negotiating GSA proposal to obtain GSA Schedule Award, creating and maintaining multiple government registrations including CCR, JCP, ORCA and AES Direct, maintaining 100% in-house collections for receivables, and supervision of office renovation project. As part of accounting function maintained two day month end close with a manual closing system. In fulfilling MIS supervisory role, led MIS through major web site overhaul with outside vendor, MRP system upgrade, and phone system upgrade. Led Sales Department through transition from reliance on outside sales and manufacturer's reps to 100% inside sales through restructuring, hiring and daily oversight of Sales Department.

Freudenberg-NOK General Partnership ♦ Bristol, New Hampshire

Hyperion Administrator July 2000-August 2000

Assistant Hyperion Administrator January 1999-July 2000

Assistant Treasury Manager October 1997-January 1999

As *Hyperion Administrator*, responsible for compiling monthly data feeds from 16 locations throughout the United States, Mexico and Brazil and producing consolidated financial statements. Assisted the Hyperion Administrator, maintained all aspects of financial database, wrote logic for the financial statements, administered system security, troubleshoot for end users of database, and wrote reports for financial analysts. Prepared a multitude of comprehensive financial reports for the parent company in Germany. Communicated daily with the controllers and financial analysts in the United States and Europe to ensure timely collection and distribution of financial data. As *Assistant Treasury Manager* managed day-to-day activities of the Treasury Department including cash management, debt management, risk management (insurance and foreign currency hedging,) worker's compensation, corporate centralized accounts payable, intra-company accounts payable and receivable, as well as reconciliations of all general ledger accounts relating to treasury. Fulfilled all duties of both the Treasury Manager and Assistant Treasury Manager for nine months in the absence of the Treasury Manager.

SKILLS, CERTIFICATIONS

- Justice of the Peace, State of New Hampshire
- Notary Public, State of New Hampshire
- Leadership Lakes Region Class of 2008
- Proficiency in all Microsoft Office Applications
- Significant experience and proficiency with accounting systems including, Dynamics, Solomon, QAD, Hyperion
- Paylocity, ADP and Harper's Payroll Systems
- Business Process Kaizen
- LEAN

BOARD SERVICE

- Vice President, Executive Committee, Community Services Network Inc, (CSNI) 2017 – Current
- Board Member, Sigma One Manufacturer's Workers' Compensation Trust 2010 – Current
- Secretary, Executive Committee, Community Health Services Network (CHSN) 2016 – Current
- Board Member, Greater Laconia Transit Agency (GLTA) 2016 – Current
- Board Member, Genera Corporation, 2016 – Current
- Board Member, Franklin Savings Bank – Current

COMMUNITY SERVICE

- Middle Level Steering Committee, Moultonborough School District 2017 – Current
- Superintendent Search Committee, Moultonborough School District, 2016 - 2017
- Children's Ministry Volunteer, Grace Capital Church 2015 - 2017
- Committee Chair, Moultonborough Cub Scout Pack 369 2013 – 2015
- Den leader, Cub Scout Pack 369 2005 – 2015
- Advancements Chair, Cub Scout Pack 369 2005 – 2009
- Sunday School Teacher – Middle Class & Teens, Moultonborough United Methodist Church 2007 – 2015
- Nursery Coordinator, Moultonborough United Methodist Church 2005 – 2007
- Youth Basketball Coach 2013 – 2014
- Vacation Bible School, Moultonborough United Methodist Church 2005 – 2014
- Chair, Recreation Advisory Board, Town of Moultonborough 2008 – 2010

Shelley Kelleher

Skills Solomon Dynamics SL Accounting, Paylocity, Harpers, QuickBooks, Access and Excel including VBA, PowerPoint, Word, SAP

Lakes Region Community Services

Laconia, NH

2017-Present **Vice President & Chief Financial Officer**-Oversee financial administration and risk management of a private non-profit human services agency with a budget of \$27M and 500 employees.

2012-2016 **Controller**-Responsible for the day-to-day supervision of staff performing the accounting and payroll functions for a private non-profit human services agency with a budget of \$26M.

- Ensure 500 employees are paid accurately
- Manage State and Federal contract funding ensuring compliance.
- Review internal control procedures writing new and updating controls.
- Liaison with external auditors for annual audit, A-133 audit, and 403B audit.
- Prepare monthly financial statements for all businesses with over 300 cost centers.
- 403B Committee member.

2007-2011 **Senior Staff Accountant**-Maintain the integrity, security, and reliability of the financial systems through accurate and efficient management of the financial records.

- Prepare, review, and distribute monthly operating statements.
- Maintain chart of accounts.
- Perform monthly balance sheet reconciliations.
- Organize data collection and prepare audit schedules for external audit.
- Assist in preparation of the annual budget.

Arrow Enterprise Storage Solutions/AECS

Englewood, CO

2001-2006 **Finance Manager**-Manage controls and accuracy of financial data for \$300M division.

- Budget and forecast P&L and ROWC.
- Participate in quarterly business reviews, sales and budget reviews to Senior Management.
- Compile monthly reports for 4 divisions (revenue of \$1 billion) to Senior Management on financial statistics, product line and customer sales, headcount, productivity, and trend analysis.
- Analyze and manage data through Access database and Visual Basic.
- Provide division analysis for the BOD updates and quarterly analyst earnings calls for Arrow Electronics.

MOCA, Inc. An Arrow Company

Marlborough, MA

2000-2001 **Senior Manager, Financial Planning and Analysis**-Manage the planning and analysis for MOCA a division of Merisel sold to Arrow Electronics.

- Develop corporate annual budget and monthly forecasts, design department profit and loss analysis, examine monthly expenses, and prepare A/R reserve reports.
- Audit incentive bonus statistics.
- Administer an accounts receivable database including G/L reconciliation, automation of the distribution and the data archive function, and design new reports using Visual Basic programming.
- Supervise financial analyst in CA office.

1996-2000 **Merisel, Incorporated**

Marlborough, MA

NAM Reporting and Financial Analysis Manager-Manage subsidiary reporting and analysis.

- Design and analyze NAM AR Reports for CFO and VP of Financial Services.
- Forecast and analyze actual performance of Balance Sheet Reserves for US and Canadian subsidiary. Present and discuss reserve analysis with the CFO at monthly reserve meeting.
- Manage bad debt process starting at system write-off including collection agency management, PFC process, and database reporting to assist the tracking of collections, bankruptcies, and bad debt trends.
- Prepare and analyze \$12 million US and C\$2 million Canadian budgets for 14 cost centers including monthly DSO and bad debt provision forecast.
- Analyze customer credit worthiness and make credit line recommendations for accounts over \$1 million.
- Coordinate facility move to a new location.
- Developed process to reduce Dun & Bradstreet expenses by \$130,000 annually resulting in a 70% cost reduction.
- Supervise reporting analyst and admin staff.

1987 to 1996 **State Street Bank & Trust Company** Quincy, MA

Client Service Manager-Administer the accounting for several large corporate Domestic and International pension and 401k clients with \$4 to \$6 billion in assets.

- Manage a staff of 10.
- Responsible for establishing and maintaining client relationships.
- Reengineer staff workflow which doubled throughput and decreased reporting time by 30%.

Auditor-Coordinate the timely completion and accuracy of over 90 monthly financial statements, maintain audit copies with all supporting documentation, implement new procedures, and train employees.

- Audit a daily pricing fund, and maintain control logs for corporate actions and income collection.

Education	Master of Studies in Law Wake Forest University Law School Winston Salem, NC	December 2019 Business Law and Compliance
	Master of Business Administration Bentley University, Waltham, MA Concentration: Finance	May 1993 Graduate School of Business
	BA in Economics and Political Science University of Massachusetts, Boston, MA	July 1987 School of Arts and Sciences

Volunteer Got Lunch! Laconia 2018 and 2019

Erin Pettengill, M.S.

WORK EXPERIENCE

Family Resource Center Director- December 1, 2015-present Lakes Region Community Services
Laconia, NH

As the director of the Family Resource Center I am responsible for the comprehensive family support services for 1200 families in Central NH. I oversee the management of programs including Early Supports and Services, the Autism Center, Step Ahead. I am responsible for staff of 20, including physical therapists, family support aides and program managers. A significant part of my job is to research and apply for grants to support families in catchment area. Grants awarded include funding from the Linden Foundation, Pardoe Foundation and the Van Otterloo Grant. I also represent LRCS on community and statewide initiatives, ensuring collaboration with area agencies and organizations.

Transition Coordinator- September 2010- November 2015 Lakes Region Community Services
Plymouth, NH

Part of the transition coordinators role is to work with families, individual, school systems and other various agencies to advocate and develop a plan for when an individual enters adult services. Part of the planning process includes facilitating the guardianship process, conducting state interviews, developing a budget based on the needs and support of the individual and coordinating services based on the money allocated. This job requires proficiency in social security benefits, Medicaid, state regulations and community connections. In conjunction with this role I became a certified START coordinator for the state of New Hampshire, with the focus on supporting dual diagnosed individuals.

In Home Counselor- July 2007 – July 2010
Family Preservation Community Services, Asheville, NC
Nonprofit Charitable Organizations

As an In Home Counselor for foster care my job was to supervise the foster parents. Additionally, I counseled the foster children in the home and provided crisis stabilization when needed. My other responsibilities included but were not limited to arranging team meetings, being a liaison between the foster family and other support members (Department of Social Services, community support, school districts, etc.). I was also responsible for providing documentation of visits and monitoring their books for certifications purposes. My primary duty was to make sure that the foster home ran smoothly and to develop solutions for any problems that arose.

EDUCATION:

Bachelor's Degree, 8/ 2000 – 12/2004 Keene State College | Keene, NH
Master's Degree in Counseling, 9/2009-3/2012 Capella University | Minneapolis, MN

SKILLS:

Certified Work Incentives Benefits Specialist
Certified START Coordinator
Qualified Mental Health Professional

REFERENCES

References available upon request

Lakes Region Community Services Council
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rebecca Bryant	President & CEO	150,000	0	0
Shelley Kelleher	Vice President & CFO	100,500	0	0
Erin Pettengill	VP of Family Resource Center	65,000	31%	\$20,150

Subject: Comprehensive Family Support Services (RFP-2021-DEHS-02-COMPR-03)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

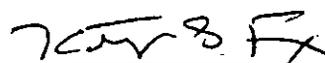
AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name The Family Resource Center at Gorham</p>		<p>1.4 Contractor Address 123 Main Street Gorham, NH, 03581</p>	
<p>1.5 Contractor Phone Number (603) 446-5190</p>	<p>1.6 Account Number 05-095-042-421010-29680000-102-500734, 05-095-042-421010-29730000-102-500734, 05-095-042-421010-29660000-102-500734 05-095-045-450010-61270000-102-500731 05-095-045-450010-61460000-502-500891, 05-095-090-902010-51900000-102-500731, 05-095-042-421010-29580000-645-504004</p>	<p>1.7 Completion Date June 30, 2024</p>	<p>1.8 Price Limitation \$1,483,368</p>
<p>1.9 Contracting Officer for State Agency Nathan D. White, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature <i>Patti Stolte</i> Date: 6-18-2020</p>		<p>1.12 Name and Title of Contractor Signatory Patti Stolte, Executive Director</p>	

1.13 State Agency Signature 	1.14 Name and Title of State Agency Signatory Date: 6/24/20 Katja S. Fox, Director
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: 1st/Christen Lavers On: 6/28/20	
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____	

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020. ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



Scope of Services

1. Statement of Work

1.1. General Services

- 1.1.1. The Contractor shall provide services to pregnant and parenting women as well as other families with children up to twenty-one (21) years of age who:
 - 1.1.1.1. Are at risk for experiencing difficulty with:
 - 1.1.1.1.1. Pregnancy;
 - 1.1.1.1.2. Health and nutrition;
 - 1.1.1.1.3. Education and employment;
 - 1.1.1.1.4. Parenting challenges;
 - 1.1.1.1.5. Social isolation;
 - 1.1.1.1.6. Substance use disorders;
 - 1.1.1.1.7. Mental health events;
 - 1.1.1.1.8. Child abuse and neglect;
 - 1.1.1.1.9. Substance exposed infants; and
 - 1.1.1.2. Seek Comprehensive Family Support Services in a voluntary manner.
- 1.1.2. The Contractor shall provide services at 123 Main Street, Gorham, NH and other locations, as mutually agreed upon between the Contractor and the client, within the Department of Health and Human Services Littleton District Office Catchment Area
- 1.1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 9:00 AM to 4:00 PM, excluding state and federal holidays.
- 1.1.5. The Contractor shall continue working toward obtaining, and once approved – maintaining, the designation of a Qualified Family Resource Center (FRC-Q), which is scheduled for review by the New Hampshire Children's Trust and the Wellness and Prevention Committee on July 10, 2020, to ensure attainment of FRC-Q designation no later than the contract completion date.
- 1.1.6. The Contractor shall collaborate with the Department and its Facilitating Organization to ensure a statewide system of CFSS.

Contractor Initials PS

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
EXHIBIT B



- 1.1.7. The Contractor shall attend quarterly meetings for Comprehensive Family Support Services (CFSS), as scheduled by the Department.
- 1.1.8. The Contractor shall provide CFSS utilizing the Strengthening Families Framework and addressing Protective Factors, which may be provided through a variety of methods, as determined to be convenient for clients and families, which include, but are not limited to:
 - 1.1.8.1. Home visiting services.
 - 1.1.8.2. Workshops.
 - 1.1.8.3. Support groups.
 - 1.1.8.4. Utilizing the Strengthening Families Framework.
 - 1.1.8.5. Addressing protective factors.
 - 1.1.8.6. Community Events.
- 1.1.9. The Contractor shall provide services designed to prevent child maltreatment, neglect and Juvenile Just Involvement by ensuring:
 - 1.1.9.1. Services are trauma informed.
 - 1.1.9.2. Parenting education and family support is available through a variety of evidence-based curriculums; and
 - 1.1.9.3. Age appropriate education is available utilizing Bright Futures-Guidelines for Health Supervision of Infants, Children and Adolescents.
- 1.1.10. The Contractor shall provide and connect families to services that include but are not limited to:
 - 1.1.10.1. Social.
 - 1.1.10.2. Healthcare.
 - 1.1.10.3. Family Planning.
 - 1.1.10.4. Parenting Support.
- 1.1.11. The Contractor shall provide Comprehensive Family Support Services (CFSS) that support parents who may be experiencing social, emotional, physical and mental health events that interfere with their ability to parent their children.
- 1.1.12. The Contractor shall provide CFSS in a flexible and integrated approach that provides support services to families on a continuum of three stages:
 - 1.1.12.1. Prevention;

Contractor Initials PS



EXHIBIT B

- 1.1.12.2. Early intervention; and
- 1.1.13. The Contractor shall facilitate identification and evaluation of programs and services available to families experiencing conditions that may include, but are not limited to:
- 1.1.13.1. A previous or current founded, or unfounded, child protective services report.
 - 1.1.13.2. Having a child who has a low birth weight and neuro developmental delays.
 - 1.1.13.3. A history of, or current, parental or caregiver substance abuse.
 - 1.1.13.4. A history of, or current, mental health concerns relative to the parent, caregiver, or child(ren).
 - 1.1.13.5. Having income at or below 300% of the Federal Poverty Level.
 - 1.1.13.6. Family history of domestic violence.
 - 1.1.13.7. Child's insecure attachment in early years.
 - 1.1.13.8. Pregnancy; birth of a child within the past twelve (12) months; birth of an additional child within the next six (6) months; birth or expected birth of a child with special healthcare needs.
 - 1.1.13.9. Pregnant individuals with prenatal substance use concerns and families with substance exposed infants.
 - 1.1.13.10. Having more than one (1) child under the age of three (3) years.
 - 1.1.13.11. Physical or social isolation or any other factors that contribute to unhealthy social and emotional outcomes.
 - 1.1.13.12. Home conditions presenting a health and/or safety risk to family members.
 - 1.1.13.13. Child or family with chronic health, behavioral or developmental issues with impacts parenting.
 - 1.1.13.14. Ages and Stages Questionnaire (ASQ) and Ages and Stages Questionnaire Social Emotional (ASQ-SE) results that indicate developmental delays.
 - 1.1.13.15. Families impacted by traumatic events.
 - 1.1.13.16. Receiving Temporary Assistance to Needy Families (TANF) cash assistance or any of the Medicaid options.

Contractor Initials PS

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
EXHIBIT B



1.1.13.17. Substance Use Disorder services.

1.1.14. The Contractor shall ensure services are multigenerational; trauma-informed; culturally responsive; strengths-based; and focused on empowering families. The Contractor shall ensure service activities include, but are not limited to:

1.1.14.1. Evidence-based practices, where available.

1.1.14.2. Education and direct services that support parent and child wellbeing.

1.1.14.3. Case management.

1.1.14.4. Connections to a broad range of resources and referrals that respond to a family's needs.

1.1.15. The Contractor shall utilize marketing strategies to increase presence of CFSS in the community, including but not limited to:

1.1.15.1. Producing and distributing Family Resource Center-branded flyers; tablecloths, and brochures.

1.1.15.2. Ensuring staff wear with the Family Resource Center logo.

1.1.15.3. Utilizing the Family Resource Center Facebook page to engage referral sources, families and community members.

1.1.15.4. Develop and provide local newspapers and radio stations with press releases and community calendars of events.

1.1.16. The Contractor shall ensure services are available during times that are convenient for families, including during hours that accommodate families who may have non-traditional schedules or hours.

1.2. Assessments and Referrals

1.2.1. The Contractor shall accept referrals from hospitals and medical centers when clients have a Plan of Safe Care, or assist pregnant and postpartum women with developing a Plan of Safe Care in collaboration with medical providers. The Contractor shall:

1.2.1.1. Provide early intervention in at risk pregnant and parenting families.

1.2.1.2. Prioritize pregnant parents with substance use disorder for support and assignment.

1.2.2. The Contractor shall complete a Family Assessment utilizing the Protective Factors Survey, 2nd Edition (PFS-2) for each family referred for services in order to:

1.2.2.1. Identify risk factors;

Contractor Initials PS

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
EXHIBIT B



- 1.2.2.2. Determine appropriate CFSS; and
- 1.2.2.3. Provide appropriate CFSS.
- 1.2.3. The Contractor shall ensure that each family is provided with provide each family with an Individual Service Plan (ISP) that addresses and targets barriers to receiving education and support services, which may include but are not limited to:
 - 1.2.3.1. Parent education and support;
 - 1.2.3.2. Family mentoring and advocacy;
 - 1.2.3.3. Medical and health education;
 - 1.2.3.4. Early childhood education;
 - 1.2.3.5. Literacy education and support; and
 - 1.2.3.6. Life skills training.
- 1.2.4. The Contractor shall provide referrals to appropriate community-based services and other resources that support families in their home communities, which may include, but are not limited to:
 - 1.2.4.1. Child Care Aware of New Hampshire.
 - 1.2.4.2. The Department of Health and Human Services District Offices for assistance with program eligibility determination.
 - 1.2.4.3. Special Medicaid Services, including Family Centered Early Supports and Services (FCESS).
 - 1.2.4.4. Family violence prevention agencies.
 - 1.2.4.5. Mental health services.
 - 1.2.4.6. Nutrition education and healthy foods.
 - 1.2.4.7. Instructional money management.
 - 1.2.4.8. Smoking cessation programs, including referrals to QuitWorks-NH.
 - 1.2.4.9. Women, Infants and Children (WIC) Nutrition programs for access to breastfeeding supports, nutritional education, and healthy foods.
 - 1.2.4.10. Independent living programs.
 - 1.2.4.11. Adult education.
 - 1.2.4.12. Literacy education.
 - 1.2.4.13. Employment services.

Contractor Initials PS

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
EXHIBIT B



- 1.2.4.14. Vocational rehabilitation services.
- 1.2.4.15. NH Employment Securities.
- 1.2.5. The Contractor shall provide referrals to the local SAU special education department for programs, as appropriate, that include but are not limited to:
 - 1.2.5.1. Free and reduced lunch.
 - 1.2.5.2. Summer camps for children who are impoverished and/or have a developmental disability.
 - 1.2.5.3. Holiday gift giving programs.
 - 1.2.5.4. Developmental and family support programs.
 - 1.2.5.5. The Door Way.
 - 1.2.5.6. Strength to Succeed.
 - 1.2.5.7. Kinship Navigation services.
 - 1.2.5.8. Caregiver support groups.
 - 1.2.5.9. Community events.
 - 1.2.5.10. Healthy Families America.
- 1.2.6. The Contractor shall ensure that families with children up to six (6) years of age are screened and participate in the Watch Me Grow Program. The Contractor shall:
 - 1.2.6.1. Distribute the "Learn the Signs, Act Early" materials;
 - 1.2.6.2. Report the number of families who received developmental screening education materials;
 - 1.2.6.3. Provide developmental and social emotional screenings for children ages one (1) month through five (5) years; and
 - 1.2.6.4. Report the number of families that received an ASQ-3 and ASQ-SE- screener.

1.3. Home Visiting Services

- 1.3.1. The Contractor shall provide home visiting services that are respectful of families' cultures and values while building on their strengths, being responsive to their needs, and ensuring voluntary participation of the families served.
- 1.3.2. The Contractor shall provide home visiting services that include, but are not limited to:
 - 1.3.2.1. Working with program participants to develop comprehensive goals that improve the economic self-

Contractor Initials PS



EXHIBIT B

sufficiency of families by assisting parents to develop vision for the future that includes, but is not limited to:

- 1.3.2.1.1. Planning future pregnancies.
- 1.3.2.1.2. Continuing education.
- 1.3.2.1.3. Finding and maintaining employment.
- 1.3.2.1.4. Increasing Protective Factors of the family.
- 1.3.2.1.5. Obtaining secure housing.
- 1.3.2.1.6. Accessing community services.
- 1.3.2.1.7. Accessing parental education on topics that include, but are not limited to:
 - 1.3.2.1.7.1. Child development.
 - 1.3.2.1.7.2. Child behavior.
 - 1.3.2.1.7.3. Child health.
 - 1.3.2.1.7.4. Coping and problem solving skills.
 - 1.3.2.1.7.5. Safety.
 - 1.3.2.1.7.6. Parenting skills.
- 1.3.2.2. Providing standardized smoking cessation education and referrals, as appropriate, in order to increase the number of women who quit smoking.
- 1.3.2.3. Providing standardized smoking cessation education and referrals as needed.
- 1.3.2.4. Providing information to pregnant women relative to the importance of receiving consistent prenatal health care that results in healthy pregnancies and birth outcomes.
- 1.3.2.5. Providing information that promotes parent-child attachments that mitigate child maltreatment.
- 1.3.2.6. Providing education regarding the importance of primary care services for the family, including access to reproductive health care, timely immunizations, increased child safety, and the establishment of a medical home. The Contractor shall work to ensure:
 - 1.3.2.6.1. All women have access to formal, validated screening for prenatal and postpartum depression.
 - 1.3.2.6.2. All women who screen positive for maternal depression are referred to follow-up treatment, as appropriate.

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- 1.3.2.6.3. All participants are enrolled in primary care physician services.
- 1.3.2.6.4. Improvement in family health and functioning.
- 1.3.3. The Contractor shall provide home visiting services, utilizing evidence based approaches and training programs that include, but are not limited to:
 - 1.3.3.1. Growing Great Kids curriculum for parents of children up to five (5) years of age.
 - 1.3.3.2. Growing Great Families curriculum.
 - 1.3.3.3. Parents-as-Teachers curriculum.
 - 1.3.3.4. Positive Solutions for Families curriculum;
 - 1.3.3.5. SAMSHA's Anger Management curriculum, as appropriate.
 - 1.3.3.6. Circle of Security curriculum.
 - 1.3.3.7. Motivational interviewing.
 - 1.3.3.8. Reflective supervision.
- 1.3.4. The Contractor shall provide home visiting services and classes at a variety of times, which include early evenings, weekends, mornings and afternoons.
- 1.3.5. The Contractor shall provide meeting space in a community setting in instances in which the family may not feel comfortable meeting at their residence.
- 1.3.6. The Contractor shall ensure families have access to meetings in a manner that ensures safety for both the Family Resource Center staff and the families served by training the families how to utilize web-based meeting methods that include, but are not limited to:
 - 1.3.6.1. Zoom
 - 1.3.6.2. Google Classroom.
- 1.3.7. The Contractor shall ensure that the privacy of individuals served is maintained in any instance in which web-based meeting methods are utilized.
- 1.3.8. The Contractor shall ensure additional supports are provided to families during academic and routine changes, which may include, but are not limited to:
 - 1.3.8.1. Delivering hard copies of applications for support services.
 - 1.3.8.2. Emotional learning activities.

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- 1.3.8.3. Gas cards.
- 1.3.8.4. Phone cards.
- 1.3.8.5. Data cards.
- 1.3.9. The Contractor shall provide a Parent Leadership Certificate course to parents and/or caregivers, as needed, in order to develop leadership skills and facilitate opportunities for using specific skills in their community.
- 1.3.10. The Contractor shall evaluate the progress of both parents and caregivers, as well as the performance of the programs and services provided.

1.4. Staffing

- 1.4.1. The Contractor shall require all staff, subcontractors, and volunteers who have contact with children complete a criminal background check and central registry check.
- 1.4.2. The Contract shall ensure staff who shall drive as part of their job duties maintain a valid driver's license.
- 1.4.3. The Contractor shall ensure staff are trained in:
 - 1.4.3.1. The principles of family support;
 - 1.4.3.2. Maternal and child health;
 - 1.4.3.3. The child welfare system with concentrations in service array;
 - 1.4.3.4. Working in multidisciplinary teams.
- 1.4.4. The Contractor shall demonstrate on-going staff enrichment and development in areas that include, but are not limited to:
 - 1.4.4.1. Skills needed to address the ethnic and cultural needs, resources, and assets of the community;
 - 1.4.4.2. Exercising empathy, with an understanding of family stressors, for parents and families receiving services; and
 - 1.4.4.3. Effective home visiting and reporting practices.
- 1.4.5. The Contractor shall ensure staff includes, at a minimum, a Program Director who works the minimum of a .5 Full Time Employee (FTE) and an appropriate number of Paraprofessional Home Visitors, necessary to implement the program.
- 1.4.6. The Contractor shall ensure the Program Director has experience and education that include, but are not limited to:

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- 1.4.6.1. A Master's degree in social work, counseling, nursing, public health or a related field, and
- 1.4.6.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting; or
- 1.4.6.3. A Bachelor's degree in social work, counseling, nursing, public health or related field; and
- 1.4.6.4. Five (5) years of experience working with families and children in a social service, home health or other early childhood program setting, some of which shall have been in a supervisory capacity.
- 1.4.6.5. The Contractor shall ensure Paraprofessional Home Visitors have, experience and education that include, but are not limited to:
- 1.4.6.6. A Bachelor's degree in social work, counseling, nursing, human services, early childhood education or a relate field; and
- 1.4.6.7. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting.
- 1.4.7. The Contractor shall ensure a minimum of one (1) Home Visitor and the Home Visitor Supervisor are trained in either Growing Great Kids or Parents as Teachers curriculum and follow the Growing Great Kids requirements within six (6) months of the contract effective date.
- 1.4.8. The Contractor shall designate a staff person as the liaison for all programmatic correspondence between the Department and the Contractor, ensuring timely communication on topics that include, but are not limited to:
 - 1.4.8.1. Clinical updates.
 - 1.4.8.2. Program announcements.
 - 1.4.8.3. Changes, errors, and requests.
- 1.4.9. The Contractor shall ensure all staff receive training on appropriate and effective referral methods, including but not limited to:
 - 1.4.9.1. After school programs.
 - 1.4.9.2. Collaboration with SAU, teachers and guidance departments.



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- 1.4.10. The Contractor shall staff consists of individuals having diverse ages, genders, religions, ethnicities and cultural backgrounds in order to form positive and relatable relationships with families.
- 1.4.11. The Contractor shall ensure all staff are fully trained in the Standards of Quality training and recertification prior to and while providing services to families.

1.5. Relevant Laws, Policies and Guidelines

- 1.5.1. The Contractor shall be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 1.5.2. The Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act; RSA 161:F46, Protective Services to Adults; RSA 631:6, Assault and Related Offenses; and RSA 130:A, Lead Paint Poisoning and Control.
- 1.5.3. The Contractor shall participate and coordinate 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.
- 1.5.4. The Contractor shall promote immunizations, in accordance with NH RSA 141-C and the Immunization Rules promulgated thereunder.
- 1.5.5. The Contractor's program services shall meet the requirements of Sec. 401 (a)(3) of the 42USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF, which indicates on of the purposes 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.
- 1.5.6. The Contractor shall comply with confidentiality provisions of RSA 170-G: 8-a. All information regarding the Department's clients, client families, foster families, and other involved individuals, is strictly confidential and shall not be discussed with anyone except the Department's personnel in the performance of contracted services.
- 1.5.7. The Contractor shall maintain the confidentiality of all clients and use client information only for program administration purposes and evaluation, ensuring the following, including but not limited to:
 - 1.5.7.1. All staff and subcontractor(s) understand that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.

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- 1.5.7.2. Receipt of public assistance and other confidential information shared shall be shared only as part of the medical record and only with the properly signed release of information from the client.
- 1.5.8. The Contractor shall, for purposes of program evaluation and/or continuous quality improvement, report personally identifiable health data to the Department as requested, for all clients served under the resulting contract.
- 1.5.9. The Contractor shall obtain any authorizations for release of information from the clients that are necessary to comply with federal and state laws and regulations.
- 1.5.10. The Contractor shall provide all forms developed for authorization for release of information to the Department shall prior to use.
- 1.5.11. The Contractor shall adhere to the legal requirements governing human subjects' research if considering using program participants for clinical or sociological research purposes.
- 1.5.12. The Contractor shall inform the Division of Public Health Services prior to initiating any research related to the resulting contract.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports highlighting the program activities no later than the fifteenth (15th) day of the month following the reporting period. The first report is due no later than October 15, 2020, and shall include, but is not limited to:
 - 3.1.1. The progress in achieving the stated outcomes.
 - 3.1.2. Feedback from families as to the effectiveness and satisfaction of the contracted services.

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- 3.2. The Contractor shall submit an annual report to the Department no later than July 31st of each contract year, with the first report due on July 31, 2020, which includes, but is not limited to:
 - 3.2.1. Information regarding accomplishments and activities for the program.
 - 3.2.2. Recommendations for service development and outcomes.
 - 3.2.3. Systemic barriers.
 - 3.2.4. Family satisfaction survey results.
- 3.3. The Contractor shall enter data into the Welligent System within thirty (30) days from receiving the data, ensuring data includes, but is not limited to:
 - 3.3.1. Encrypted client identifier; first two initials of the first name, first three initials of the last name.
 - 3.3.2. Gender;
 - 3.3.3. Date of Birth.
 - 3.3.4. Race.
 - 3.3.5. Ethnicity.
 - 3.3.6. Date of Screening.
 - 3.3.7. Which month Ages and Stages Questionnaire (ASQ) was used.
 - 3.3.8. Recheck.
 - 3.3.9. Referred
 - 3.3.10. Receiving services.
 - 3.3.11. Screening score.
 - 3.3.12. Consent signed to notify Primary Care Physician (PCP).
 - 3.3.13. Date the screen was sent to the client's PCP.
- 3.4. The Contractor shall collaborate with the Department to provide requested information relative to program evaluation and other information, as needed, to meet Department goals and requirements and provide information to different Divisions within the Department that include, but are not limited to the:
 - 3.4.1. Division for Children, Youth and Families.
 - 3.4.2. Division of Public Health Services.
 - 3.4.3. Division for Economic and Housing Stability.
- 3.5. The Contractor shall maintain a Family Service Record, as provided by the Department, on each family in compliance with all Health Insurance Portability and Accountability Act (HIPAA), Privacy Rules. The Contractor shall ensure the

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Family Service Record includes, but not be limited to:

- 3.5.1. Source of referral.
 - 3.5.2. Referral information.
 - 3.5.3. Release of information form.
 - 3.5.4. Family assessment.
 - 3.5.5. Child/Family services plan.
 - 3.5.6. Case contact log.
 - 3.5.7. Receipt of health care.
 - 3.5.8. Linkages with prenatal/primary care and visit schedule as outlined in the American Academy of Pediatrics, "Recommendations for Preventative Pediatric Health Care" schedule.
 - 3.5.9. Progress notes.
 - 3.5.10. Child care utilization and billing information.
 - 3.5.11. Case closure report.
- 3.6. The Contractor shall ensure Family Service Records are summarized and entered into the Quick Base in real-time.

4. Performance Measures

- 4.1. The Contractor shall ensure consumer satisfaction data indicates a minimum of 80% favorable rating.
- 4.2. The Contractor shall sustain 100% screening of family participation in the Watch Me Grow Program in families with children up to six (6) years of age.
- 4.3. The Contractor shall work collaboratively with the Department to ensure evidence-based strategies are used and appropriate metrics are tracked for specific programs and sub-populations.
- 4.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.5. The Contractor shall track a range of performance improvement topics that include, but are not limited to:
 - 4.5.1. Increasing outreach to high-risk populations;
 - 4.5.2. Increasing the share of referred families who enroll in services;
 - 4.5.3. Increasing service completion dates; and
 - 4.5.4. Evaluating long-term program outcomes.
- 4.6. The Contractor may be required to provide other key data and metrics to the

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Department, including client-level demographic, performance, and service data.

- 4.7. The Contractor shall collect and share data with the Department in a format specified by the Department, where applicable.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

- 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

- 5.3.1. 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, "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."

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

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5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical 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.

6.1.2. All records shall 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.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

6.1.4. Medical records on each patient/recipient of services.

6.2. 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. 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.

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
EXHIBIT C



Payment Terms

1. This Agreement is funded by:
 - 1.1. 1.37% by the US Department of Health and Human Services, Administrations on Children, Youth and Families, Child Welfare Social Services, Title IV-B, Subpart 1, of the Social Security Act, CFDA 93.645, FAIN# 2001NHCWSS.
 - 1.2. 6.74% by the US Department of Health and Human Services, Administration for Children & Families, Administration on Children, Youth and Families, Promoting Safe and Stable Families, CFDA 93.556, FAIN# 2001FPSS.
 - 1.3. 23.23% by the US Department of Health and Human Services, Administration for Children & Families, Title XX Grants, SSBG – Social Services Block Grant, CFDA 93.667, FAIN# 2001NHSOSR.
 - 1.4. 55.65%, by the US Department of Health and Human Services, Temporary Assistance for Needy Families, CFDA 93.558, FAIN# 19NHTANF.
 - 1.5. 1.80% by the US Department of Health and Human Services, Maternal and Child Health Services Block Grant, CFDA 93.994, FAIN# 90CA1858.
 - 1.6. 11.21% General Funds
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Sub-recipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-4, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to BFainvoices@dhhs.nh.gov, or invoices may be mailed to:

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services

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Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

New Hampshire Department of Health and Human Services
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- 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. 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.

Exhibit C-1, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name: The Family Resource Center Gorham

Budget Request for: Comprehensive Family Support Services (Littleton)

Budget Period: July 1, 2021 through June 30, 2022

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	\$ 227,810.00	\$ 200.00	\$ 228,010.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 225,810.00		\$ 225,810.00
2. Employee Benefits	\$ 63,900.00		\$ 63,900.00			\$ -	\$ 63,900.00		\$ 63,900.00
3. Consultants	\$ 5,000.00		\$ 5,000.00	\$ 500.00		\$ 500.00	\$ 4,500.00		\$ 4,500.00
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation	\$ 1,100.00		\$ 1,100.00				\$ 1,100.00		\$ 1,100.00
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office	\$ 3,675.75		\$ 3,675.75	\$ 1,175.75		\$ 1,175.75	\$ 2,500.00		\$ 2,500.00
6. Travel	\$ 17,000.00		\$ 17,000.00				\$ 17,000.00		\$ 17,000.00
7. Occupancy	\$ 9,000.00		\$ 9,000.00				\$ 9,000.00		\$ 9,000.00
8. Current Expenses									
Telephone	\$ 1,500.00		\$ 1,500.00				\$ 1,500.00		\$ 1,500.00
Postage	\$ 120.00		\$ 120.00				\$ 120.00		\$ 120.00
Subscriptions									
Audit and Legal	\$ 1,500.00		\$ 1,500.00				\$ 1,500.00		\$ 1,500.00
Insurance	\$ 3,000.00		\$ 3,000.00				\$ 3,000.00		\$ 3,000.00
Board Expenses									
9. Software	\$ 2,000.00		\$ 2,000.00				\$ 2,000.00		\$ 2,000.00
10. Marketing/Communications	\$ 1,321.82		\$ 1,321.82				\$ 1,321.82		\$ 1,321.82
11. Staff Education and Training	\$ 3,500.00		\$ 3,500.00				\$ 3,500.00		\$ 3,500.00
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
FSNH annual fee	\$ 50.00		\$ 50.00				\$ 50.00		\$ 50.00
Printing	\$ 400.00		\$ 400.00				\$ 400.00		\$ 400.00
Admin / Indirect Fee for FRC		\$ 33,640.18	\$ 33,640.18					\$ 33,640.18	\$ 33,640.18
TOTAL	\$ 340,877.57	\$ 33,840.18	\$ 374,717.75	\$ 3,675.75	\$ 200.00	\$ 3,875.75	\$ 337,201.82	\$ 33,640.18	\$ 370,842.00
Indirect As A Percent of Direct		9.9%							

Exhibit C-2, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name: The Family Resource Center Gorham

Budget Request for: Comprehensive Family Support Services (Littleton)

Budget Period: July 1, 2020 through June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 225,931.82	\$ 200.00	\$ 226,131.82	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 223,931.82		\$ 223,931.82
2. Employee Benefits	\$ 64,900.00		\$ 64,900.00				\$ 64,900.00		\$ 64,900.00
3. Consultants	\$ 5,000.00		\$ 5,000.00	\$ 500.00		\$ 500.00	\$ 4,500.00		\$ 4,500.00
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation	\$ 1,100.00		\$ 1,100.00				\$ 1,100.00		\$ 1,100.00
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office	\$ 3,675.75		\$ 3,675.75	\$ 1,175.75		\$ 1,175.75	\$ 2,500.00		\$ 2,500.00
6. Travel	\$ 17,000.00		\$ 17,000.00				\$ 17,000.00		\$ 17,000.00
7. Occupancy	\$ 9,000.00		\$ 9,000.00				\$ 9,000.00		\$ 9,000.00
8. Current Expenses									
Telephone	\$ 1,500.00		\$ 1,500.00				\$ 1,500.00		\$ 1,500.00
Postage	\$ 120.00		\$ 120.00				\$ 120.00		\$ 120.00
Subscriptions									
Audit and Legal	\$ 1,500.00		\$ 1,500.00				\$ 1,500.00		\$ 1,500.00
Insurance	\$ 3,000.00		\$ 3,000.00				\$ 3,000.00		\$ 3,000.00
Board Expenses									
9. Software	\$ 2,000.00	\$ 200.00	\$ 2,200.00				\$ 2,000.00	\$ 200.00	\$ 2,200.00
10. Marketing/Communications	\$ 2,000.00		\$ 2,000.00				\$ 2,000.00		\$ 2,000.00
11. Staff Education and Training	\$ 3,500.00		\$ 3,500.00				\$ 3,500.00		\$ 3,500.00
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
FSNH annual fee	\$ 50.00		\$ 50.00				\$ 50.00		\$ 50.00
Printing	\$ 400.00		\$ 400.00				\$ 400.00		\$ 400.00
Admin / Indirect Fee for FRC		\$ 33,640.18	\$ 33,640.18					\$ 33,640.18	\$ 33,640.18
TOTAL	\$ 340,677.57	\$ 34,040.18	\$ 374,717.75	\$ 3,875.75	\$ 200.00	\$ 3,875.75	\$ 337,001.82	\$ 33,640.18	\$ 370,642.00
Indirect As A Percent of Direct		10.0%							

Exhibit C-3, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name The Family Resource Center Gorham

Budget Request for: Comprehensive Family Support Services (Littleton)

Budget Period: July 1, 2022 through June 30, 2023

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	\$ 234,180.00	\$ 200.00	\$ 234,380.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 232,180.00		\$ 232,180.00
2. Employee Benefits	\$ 60,000.00		\$ 60,000.00				\$ 60,000.00		\$ 60,000.00
3. Consultants	\$ 3,500.00		\$ 3,500.00	\$ 500.00		\$ 500.00	\$ 3,000.00		\$ 3,000.00
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation	\$ 1,100.00		\$ 1,100.00				\$ 1,100.00		\$ 1,100.00
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office	\$ 2,705.75		\$ 2,705.75	\$ 1,175.75		\$ 1,175.75	\$ 1,530.00		\$ 1,530.00
6. Travel	\$ 17,000.00		\$ 17,000.00				\$ 17,000.00		\$ 17,000.00
7. Occupancy	\$ 9,000.00		\$ 9,000.00				\$ 9,000.00		\$ 9,000.00
8. Current Expenses									
Telephone	\$ 1,500.00		\$ 1,500.00				\$ 1,500.00		\$ 1,500.00
Postage	\$ 120.00		\$ 120.00				\$ 120.00		\$ 120.00
Subscriptions									
Audit and Legal	\$ 1,500.00		\$ 1,500.00				\$ 1,500.00		\$ 1,500.00
Insurance	\$ 3,000.00		\$ 3,000.00				\$ 3,000.00		\$ 3,000.00
Board Expenses									
9. Software	\$ 2,000.00		\$ 2,000.00				\$ 2,000.00		\$ 2,000.00
10. Marketing/Communications	\$ 1,321.82		\$ 1,321.82				\$ 1,321.82		\$ 1,321.82
11. Staff Education and Training	\$ 3,500.00		\$ 3,500.00				\$ 3,500.00		\$ 3,500.00
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
FSNH annual fee	\$ 50.00		\$ 50.00				\$ 50.00		\$ 50.00
Printing	\$ 400.00		\$ 400.00				\$ 400.00		\$ 400.00
Admin / Indirect Fee for FRC		\$ 33,640.18	\$ 33,640.18					\$ 33,640.18	\$ 33,640.18
TOTAL	\$ 340,877.57	\$ 33,840.18	\$ 374,717.75	\$ 3,675.75	\$ 200.00	\$ 3,875.75	\$ 337,201.82	\$ 33,640.18	\$ 370,842.00
Indirect As A Percent of Direct		9.9%							

Exhibit C-4, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name The Family Resource Center Gorham

Budget Request for: Comprehensive Family Support Services (Littleton)

Budget Period: July 1, 2023 through June 30, 2024

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	\$ 232,321.00	\$ 200.00	\$ 232,521.00	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 230,321.00		\$ 230,321.00
2. Employee Benefits	\$ 61,859.00		\$ 61,859.00			\$ -	\$ 61,859.00		\$ 61,859.00
3. Consultants	\$ 3,500.00		\$ 3,500.00	\$ 500.00		\$ 500.00	\$ 3,000.00		\$ 3,000.00
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation	\$ 1,100.00		\$ 1,100.00				\$ 1,100.00		\$ 1,100.00
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office	\$ 2,705.75		\$ 2,705.75	\$ 1,175.75		\$ 1,175.75	\$ 1,530.00		\$ 1,530.00
6. Travel	\$ 17,000.00		\$ 17,000.00				\$ 17,000.00		\$ 17,000.00
7. Occupancy	\$ 9,000.00		\$ 9,000.00				\$ 9,000.00		\$ 9,000.00
8. Current Expenses									
Telephone	\$ 1,500.00		\$ 1,500.00				\$ 1,500.00		\$ 1,500.00
Postage	\$ 120.00		\$ 120.00				\$ 120.00		\$ 120.00
Subscriptions									
Audit and Legal	\$ 1,500.00		\$ 1,500.00				\$ 1,500.00		\$ 1,500.00
Insurance	\$ 3,000.00		\$ 3,000.00				\$ 3,000.00		\$ 3,000.00
Board Expenses									
9. Software	\$ 2,000.00		\$ 2,000.00				\$ 2,000.00		\$ 2,000.00
10. Marketing/Communications	\$ 1,321.82		\$ 1,321.82				\$ 1,321.82		\$ 1,321.82
11. Staff Education and Training	\$ 3,500.00		\$ 3,500.00				\$ 3,500.00		\$ 3,500.00
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
FSNH annual fee	\$ 50.00		\$ 50.00				\$ 50.00		\$ 50.00
Printing	\$ 400.00		\$ 400.00				\$ 400.00		\$ 400.00
Admin / Indirect Fee for FRC		\$ 33,640.18	\$ 33,640.18					\$ 33,640.18	\$ 33,640.18
TOTAL	\$ 340,877.57	\$ 33,840.18	\$ 374,717.75	\$ 3,875.75	\$ 200.00	\$ 3,875.75	\$ 337,201.82	\$ 33,640.18	\$ 370,842.00

Indirect As A Percent of Direct

9.9%



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name: The Family Resource Center at Gorham

June 18, 2020
Date

Patti Stolte
Name: Patti Stolte
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

June 18, 2020
Date

Patti Stolte
Name: Patti Stolte
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor 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.

Vendor Name:

June 18, 2020

Date

Patti Stolte

Name: Patti Stolte

Title: Executive Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Vendor 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:

Vendor 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

Vendor Initials PS

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

June 18, 2020

Date

Patti Stolte

Name: Patti Stolte

Title: Executive Director

Exhibit G

Vendor Initials PS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
 The State

Katya S. Fox
 Signature of Authorized Representative

Katya S. Fox
 Name of Authorized Representative

Director
 Title of Authorized Representative

6/26/2020
 Date

The Family Resource Center at Gorham
 Name of the Contractor

Patti Stolte
 Signature of Authorized Representative

 Patti Stolte
 Name of Authorized Representative
 Executive Director

 Title of Authorized Representative

 June 18, 2020
 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:

June 18, 2020

Date

Patti Stolte

Name: Patti Stolte

Title: Executive Director



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 019150817
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: _____



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents; and misrouting of physical or electronic

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

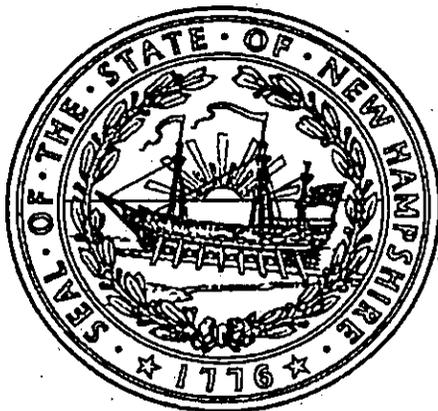
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE FAMILY RESOURCE CENTER AT GORHAM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 03, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 270161

Certificate Number: 0004916605



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May A.D. 2020.

A handwritten signature in black ink, appearing to read "William Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Linda Lamirande, hereby certify that:

1. I am a duly elected Officer of The Family Resource Center at Gorham.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 17 2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Patricia Stolte, Executive Director,

is duly authorized on behalf of The Family Resource Center at Gorham to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated:6/18/2020



Signature of Elected Officer
Name: Linda Lamirande
Title: President, Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally	PHONE (A/C, No, Ext): (603) 293-2791	FAX (A/C, No): (603) 293-7188
	E-MAIL ADDRESS: fairley@esinsurance.net		
INSURED Family Resource Center at Gorham 123 Main Street Gorham NH 03581	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great American Insurance Group		GAIG
	INSURER B: Travelers Property Casualty Co of America		25674
	INSURER C:		
	INSURER D:		
	INSURER E:		

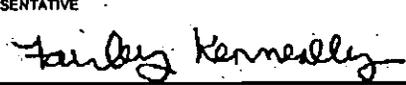
COVERAGES CERTIFICATE NUMBER: 20-21 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MAC3793560-14	05/10/2020	05/10/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 AbMol Daycare, IncAnoPA \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UMB113778406	05/10/2020	05/10/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6JUB4N33995320	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			MAC3793560-14	05/10/2020	05/10/2021	per occurrence \$1,000,000 aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of NH DHHS 129 Pleasant Street Concord NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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About FRC



The Family Resource Center (FRC) is a non-profit organization that opened in May of 1998. We are in our 22nd year of serving the needs of children and families in New Hampshire's beloved North Country. The staff of the FRC continues to respond to the community's needs, and remain committed to focusing our services and programming on working with individuals and families to aid them in learning, and adopting skills that will fortify them on their journey to healthy family functioning.

[Click to view the Annual Report](#)

STRENGTHENING FAMILIES, BUILDING COMMUNITIES

MISSION:

TO BUILD HEALTHIER FAMILIES AND STRONGER COMMUNITIES THROUGH POSITIVE RELATIONSHIPS, PROGRAMS AND COLLABORATIONS IN THE NORTH COUNTRY.

VISION:

FAMILIES ARE VALUED AND ENGAGED IN THEIR COMMUNITIES

CORE VALUES:

OPEN EXCHANGE OF IDEAS
CATALYST FOR POSITIVE CHANGE

PARTNER WITH INDIVIDUALS, FAMILIES AND COMMUNITY
BUILD LEADERSHIP CAPACITY

Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**FOR THE YEARS ENDED JUNE 30, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

FAMILY RESOURCE CENTER AT GORHAM
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

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To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Family Resource Center at Gorham (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Family Resource Center at Gorham as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated October 4, 2019, on our consideration of Family Resource Center at Gorham's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Family Resource Center at Gorham's internal control over financial reporting and compliance.

*Leon, McDonnell & Roberts
Professional Association*

October 4, 2019
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash and cash equivalents	\$ 414,332	\$ 238,341
Certificates of deposit	81,893	80,127
Grants receivable	417,558	251,249
Prepaid expenses	<u>15,149</u>	<u>9,441</u>
Total current assets	<u>928,932</u>	<u>579,158</u>
PROPERTY		
Leasehold improvements	74,932	74,932
Furniture and equipment	<u>51,575</u>	<u>51,575</u>
Total	126,507	126,507
Less: accumulated depreciation	<u>(95,385)</u>	<u>(90,919)</u>
Property, net	<u>31,122</u>	<u>35,588</u>
OTHER ASSETS		
Investments	207,279	209,058
Agency deposits - cash	<u>22,240</u>	<u>22,226</u>
Total other assets	<u>229,519</u>	<u>231,284</u>
TOTAL ASSETS	<u>\$ 1,189,573</u>	<u>\$ 846,030</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Accounts payable	\$ 7,144	\$ 8,890
Accrued expenses	35,014	28,856
Agency deposits	22,240	22,226
Refundable advances	<u>9,649</u>	<u>14,799</u>
Total current liabilities	<u>74,047</u>	<u>74,771</u>
NET ASSETS		
Without donor restrictions	902,278	550,100
With donor restrictions	<u>213,248</u>	<u>221,159</u>
Total net assets	<u>1,115,526</u>	<u>771,259</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,189,573</u>	<u>\$ 846,030</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2019

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
REVENUE AND SUPPORT			
Grants	\$ 1,635,790	\$ -	\$ 1,635,790
Medicaid	574,200	-	574,200
Donations	60,168	-	60,168
Agency rents	36,602	-	36,602
Investment income	-	547	547
Other income	13,043	-	13,043
Interest income	2,406	-	2,406
Net unrealized investment loss	-	(4,780)	(4,780)
Net realized investment gain	-	1,322	1,322
Net assets released from restrictions	<u>5,000</u>	<u>(5,000)</u>	<u>-</u>
 Total revenues, support and net assets released from restrictions	 <u>2,327,209</u>	 <u>(7,911)</u>	 <u>2,319,298</u>
 EXPENSES			
Program services	1,772,364	-	1,772,364
Management and general	<u>202,667</u>	<u>-</u>	<u>202,667</u>
 Total expenses	 <u>1,975,031</u>	 <u>-</u>	 <u>1,975,031</u>
 INCREASE (DECREASE) IN NET ASSETS	 352,178	 (7,911)	 344,267
 NET ASSETS, BEGINNING OF YEAR	 <u>550,100</u>	 <u>221,159</u>	 <u>771,259</u>
 NET ASSETS, END OF YEAR	 <u>\$ 902,278</u>	 <u>\$ 213,248</u>	 <u>\$ 1,115,526</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2018

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
REVENUE AND SUPPORT			
Grants	\$ 1,242,118	\$ -	\$ 1,242,118
Medicaid	172,738	-	172,738
Donations	39,023	5,000	44,023
Agency rents	37,205	-	37,205
Investment income	-	1,034	1,034
Other income	1,560	-	1,560
Interest income	370	-	370
Net unrealized investment loss	-	(7,607)	(7,607)
Net realized investment gain	-	11,475	11,475
	<hr/>	<hr/>	<hr/>
Total revenues and support	1,493,014	9,902	1,502,916
	<hr/>	<hr/>	<hr/>
EXPENSES			
Program services	1,222,386	-	1,222,386
Management and general	156,483	-	156,483
	<hr/>	<hr/>	<hr/>
Total expenses	1,378,869	-	1,378,869
	<hr/>	<hr/>	<hr/>
INCREASE IN NET ASSETS	114,145	9,902	124,047
NET ASSETS, BEGINNING OF YEAR	435,955	211,257	647,212
	<hr/>	<hr/>	<hr/>
NET ASSETS, END OF YEAR	\$ 550,100	\$ 221,159	\$ 771,259
	<hr/>	<hr/>	<hr/>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 344,267	\$ 124,047
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Unrealized loss on investments	4,780	7,607
Realized gains on investments	(1,322)	(11,475)
Depreciation	4,466	5,574
(Increase) decrease in assets:		
Grants receivable	(166,309)	(67,349)
Prepaid expenses	(5,708)	1,107
Increase (decrease) in liabilities:		
Accounts payable	(1,746)	(3,487)
Accrued expenses	6,158	(1,576)
Agency deposits	14	(3,357)
Refundable advances	(5,150)	(14,461)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>179,450</u>	<u>36,630</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from the sale of investments	390,324	55,979
Purchase of investments and certificates of deposit	(393,769)	(57,554)
NET CASH USED IN INVESTING ACTIVITIES	<u>(3,445)</u>	<u>(1,575)</u>
NET INCREASE IN CASH AND EQUIVALENTS	176,005	35,055
CASH AND EQUIVALENTS, BEGINNING OF YEAR	<u>260,567</u>	<u>225,512</u>
CASH AND EQUIVALENTS, END OF YEAR	<u>\$ 436,572</u>	<u>\$ 260,567</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019

	<u>Program Services</u>	<u>Management and General</u>	<u>Total</u>
Personnel Costs			
Salaries and wages	\$ 1,121,186	\$ 136,380	\$ 1,257,566
Payroll taxes	79,700	11,909	91,609
Employee benefits	112,243	22,322	134,565
Travel	144,838	1,531	146,369
Program activities	86,905	1,125	88,030
Conferences and meetings	28,584	5,445	34,029
Contractors and consultants	29,997	1,663	31,660
Food and supplies	28,946	1,931	30,877
Heat and utilities	19,620	1,033	20,653
Telephone, internet, fax and cable	17,985	117	18,102
Rent	15,025	-	15,025
Accounting fees	12,003	2,154	14,157
Training	13,283	176	13,459
Maintenance, cleaning and inspections	9,714	2,429	12,143
Small equipment	11,486	470	11,956
Liability insurance	10,134	1,060	11,194
Technology	-	7,774	7,774
Advertising	7,404	204	7,608
Student transportation	7,560	-	7,560
Printing	6,567	283	6,850
Depreciation	3,573	893	4,466
Payroll processing service	-	2,896	2,896
Property insurance	995	405	1,400
Postage and shipping	742	158	900
Bank charges	-	309	309
Other	3,874	-	3,874
	<u>3,874</u>	<u>-</u>	<u>3,874</u>
Total	<u>\$ 1,772,364</u>	<u>\$ 202,667</u>	<u>\$ 1,975,031</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018

	<u>Program Services</u>	<u>Management and General</u>	<u>Total</u>
Personnel Costs			
Salaries and wages	\$ 769,290	\$ 105,510	\$ 874,800
Payroll taxes	57,002	7,818	64,820
Employee benefits	96,469	12,161	108,630
Program activities	90,579	-	90,579
Travel	80,917	530	81,447
Food and supplies	19,748	793	20,541
Heat and utilities	18,039	949	18,988
Telephone, internet, fax and cable	12,014	2,288	14,302
Accounting fees	-	12,852	12,852
Contractors and consultants	10,550	1,449	11,999
Small equipment	10,027	925	10,952
Conferences and meetings	8,441	1,704	10,145
Liability insurance	9,578	-	9,578
Rent	8,166	-	8,166
Maintenance, cleaning and inspections	6,027	1,506	7,533
Depreciation	4,459	1,115	5,574
Printing	4,885	373	5,258
Student transportation	5,185	-	5,185
Advertising	3,071	1,468	4,539
Training	3,526	369	3,895
Technology	2,216	1,672	3,888
Payroll processing service	-	2,445	2,445
Property insurance	1,078	360	1,438
Postage and shipping	1,119	7	1,126
Bank charges	-	189	189
	<u> </u>	<u> </u>	<u> </u>
Total	\$ 1,222,386	\$ 156,483	\$ 1,378,869

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Family Resource Center at Gorham (the Resource Center) is a voluntary, not-for-profit corporation incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax exempt charitable and educational purposes. The principal activity of the Resource Center is to deliver programming that works to build healthier families and stronger communities. These programs remove obstacles to healthy family function and development, providing access to social and educational services to at-risk and underserved North Country populations. Primary programs include:

Home visiting programs that deliver evidence based early child development and parenting support curricula which empowers parents and gives them the motivations and skills to improve parenting and foster healthy family dynamics;

Afterschool programs that support the academic, social and emotional developmental needs of students in grades K-8;

An IRS sanctioned Volunteer Income Tax Assistance (VITA) program that provides free tax preparation services to community members in need maximizing income tax refunds;

A Substance Misuse program that utilizes peer support for recovery and family reunification.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements of the Resource Center have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Resource Center to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Resource Center. These net assets may be used at the discretion of the Resource Center's management and board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Resource Center or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Investments

Investments are accounted for according to Accounting Standards Codification (ASC) 958-320 *Not For Profit Entities – Investments – Debt and Equity Securities*. Under ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Fair values of investments are based on quoted prices in active markets for identical investments.

Property and Equipment

Property and equipment is recorded at cost if purchased and at fair value if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets as follows:

Furniture and equipment	5 - 15 years
Leasehold improvements	20 years

The Resource Center's policy is to capitalize all assets over \$2,500 with an expected life of one year or longer. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowance, and any gain or loss is recognized.

Contributions

Contributions received are recorded as increases in net assets without donor restrictions or net assets with donor restrictions depending on the existence and/or nature of any donor or time restrictions. A purpose restriction permits the Resource Center to use donated assets as specified for a particular purpose. Net assets restricted in perpetuity are those that are required to be permanently maintained, but income from such investments may be used for specified purposes. All donor restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction.

When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Contributed Services

From time to time, the Resource Center receives donated services in carrying out the mission and fundraising activities of the Resource Center. Such donations do not meet the criteria for recognition under ASC 958 and accordingly no amounts are reflected in the financial statements for those services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of allocation</u>
Salaries and benefits	Time and effort
Occupancy	Square footage/revenues
Depreciation	Square footage
All other expenses	Direct assignment

Refundable Advances

The Resource Center records grant/contract revenue as a refundable advance until it is expended for the purpose of the grant/contract, at which time it is recognized as revenue.

Income Taxes

The Resource Center is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Resource Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

Management has evaluated the Resource Center's tax positions and concluded that the Resource Center has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Resource Center is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2015.

Leased Facilities

The Resource Center leases its current facility from the Town of Gorham. In lieu of rent, the Resource Center is responsible for the cost of repairs and maintenance, insurance, utilities and rubbish removal. The lease was for a 20 year period and expired on May 19, 2018. The lease continues under the same terms on a month to month basis.

The Resource Center in turn sublets space in the facility to other nonprofit and community agencies at an average rate of approximately \$10 - \$16 per square foot. All participating organizations must provide services to a client base that is at least 66% low and moderate income.

Grants Receivable

Grants receivable from various public and other nonprofit organizations at June 30, 2019 and 2018 were considered fully collectable and therefore no provisions for bad debts have been made in these financial statements.

Advertising

Advertising costs are expensed as incurred.

Reclassifications

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Fair Value of Financial Instruments

ASC Topic No. 820-10, *Fair Value Measurement*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market based measurement, not an entity specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820-10, the Resource Center may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, ASC Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At June 30, 2019 and 2018, the Resource Center's investments were all classified as Level 1 and were based on fair value.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2019 and 2018.

Mutual Funds: Valued at the net asset value (NAV) of shares held by the Resource Center at year end.

The preceding method may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Resource Center believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Resource Center has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

2. **AVAILABILITY AND LIQUIDITY**

The following represents the Resource Center's financial assets as of June 30, 2019 and 2018:

Financial assets at year-end:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 414,332	\$ 238,341
Certificates of deposit	81,893	80,127
Grants receivable	417,558	251,249
Investments	207,279	209,058
Agency deposits - cash	<u>22,240</u>	<u>22,226</u>
Total financial assets	\$ 1,143,302	\$ 801,001
Less amounts not available to be used within one year:		
Net assets with donor restrictions	\$ 213,248	\$ 221,159
Less net assets with purpose and time restrictions to be met in less than a year	-	(5,000)
Amount board designated for long-term maintenance	21,654	19,244
Agency deposits - cash	<u>22,240</u>	<u>22,226</u>
Amounts not available within one year	<u>257,142</u>	<u>257,629</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 886,160</u>	<u>\$ 543,372</u>

The Resource Center's goal is generally to maintain financial assets to meet 90 days of operating expenses (approximately \$500,000). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

3. **INVESTMENTS**

Investments held in the form of mutual funds at Bank of America are stated at fair value. Realized gains and losses are determined on the specific identification method. Gains and losses (realized and unrealized) are reported in the statement of activities as increases or decreases to net assets without donor restrictions, except for those investments for which their use is restricted. Information on investments at June 30, 2019 and 2018 is presented as follows:

<u>Year</u>	<u>Investment</u>	<u>Cost</u>	<u>Market Value</u>	<u>Excess of Market Over Cost</u>	<u>Investment Income</u>
2019	Bank of America	\$197,027	\$207,279	\$10,252	\$4,721
2018	Bank of America	\$194,026	\$209,058	\$15,032	\$5,405

4. AGENCY DEPOSITS

The Resource Center served as a fiscal agent for the Androscoggin Valley Community Partners (formerly the Berlin Area Healthcare Consortium), a collaborative effort of area health and social services agencies intended to provide health related education, information and communications to the communities of Berlin and Gorham. The amounts held on behalf of the consortium as of June 30, 2019 and 2018 were \$22,240 and \$22,226, respectively. During August of 2019, the money was returned and the fiscal agent relationship ended.

5. DEMAND NOTE PAYABLE

In April 2013, the Resource Center entered into a revolving line of credit agreement with a bank. The revolving line of credit agreement provides for maximum borrowings up to \$75,000 and is collateralized by a certificate of deposit held at the same bank. The revolving line of credit and the certificate of deposit both renew every six months. At June 30, 2019 and 2018, the interest rate on the revolving line of credit was stated at the bank's prime rate of 5.20% and 3.20%, respectively. There were no balances outstanding as of June 30, 2019 and 2018.

6. CONCENTRATION OF CREDIT RISK - CASH

The Resource Center maintains cash balances that, at times, may exceed federally insured limits. The cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per bank at June 30, 2019 and 2018. The Resource Center has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. Cash balances in excess of FDIC insured limits amounted to \$211,709 at June 30, 2019. Cash balances did not exceed FDIC insured limits at June 30, 2018.

7. NET-ASSETS

Net assets with donor restrictions were as follows for the years ended June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Time Restrictions:		
Contributions	\$ -	\$ 5,000
Restrictions in Perpetuity:		
Endowment	<u>213,248</u>	<u>216,159</u>
Total net assets with donor restrictions	<u>\$ 213,248</u>	<u>\$ 221,159</u>

Net assets without donor restrictions for the years ended June 30, 2019 and 2018 are as follows:

	<u>2019</u>	<u>2018</u>
Undesignated	\$ 880,624	\$ 530,856
Board designated	<u>21,654</u>	<u>19,244</u>
Total net assets without donor restrictions	<u>\$ 902,278</u>	<u>\$ 550,100</u>

Net assets released from donor restrictions are as follows:

	<u>2019</u>	<u>2018</u>
Satisfaction of Time Restrictions:		
Contributions	\$ <u>5,000</u>	\$ <u>-</u>
Total net assets released	\$ <u>5,000</u>	\$ <u>-</u>

8. NET ASSETS WITHOUT DONOR RESTRICTIONS – BOARD DESIGNATED

By vote of the Board of Directors, funds have been designated for long term building maintenance. Unrestricted net assets designated by the board was \$21,654 and \$19,244 at June 30, 2019 and 2018, respectively.

9. ENDOWMENT FUND

In 2007, the Resource Center established a permanent endowment fund for the organization with the intent of accumulating donations and interest earnings of one million dollars. Per the laws of the State of New Hampshire (RSA 292-B:4), 7% of the fair market value of the endowment fund, calculated on the basis of fair market value determined at least quarterly and averaged over a period of not less than three years may be appropriated for operating account expenditures. No distributions were taken during the years ended June 30, 2019 and 2018.

The Not-for-Profit Entities Topic of the FASB ASC (ASC 958-205 and subsections) intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Resource Center has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support to help build healthier families and stronger communities.

In recognition of the prudence required of fiduciaries, the Resource Center only invests the fund in cash and mutual funds. The Resource Center has taken a risk adverse approach to managing the endowment fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the endowment fund at any given time.

Fund activity for June 30, 2019 and 2018 was as follows:

	Balances as of <u>June 30, 2018</u>	Activity for the Year Ended <u>June 30, 2019</u>	Balances as of <u>June 30, 2019</u>
Permanent gifts	\$ 175,809	\$ -	\$ 175,809
Investment earnings	48,741	4,721	53,462
Realized gain	51,337	1,322	52,659
Transfer to unrestricted	(41,590)	-	(41,590)
Investment expense	(33,170)	(4,174)	(37,344)
Unrealized gain (loss)	<u>15,032</u>	<u>(4,780)</u>	<u>10,252</u>
	<u>\$ 216,159</u>	<u>\$ (2,911)</u>	<u>\$ 213,248</u>

	Balances as of <u>June 30, 2017</u>	Activity for the Year Ended <u>June 30, 2018</u>	Balances as of <u>June 30, 2018</u>
Permanent gifts	\$ 175,809	\$ -	\$ 175,809
Investment earnings	43,336	5,405	48,741
Realized gain	39,862	11,475	51,337
Transfer to unrestricted	(41,590)	-	(41,590)
Investment expense	(28,799)	(4,371)	(33,170)
Unrealized gain (loss)	<u>22,639</u>	<u>(7,607)</u>	<u>15,032</u>
	<u>\$ 211,257</u>	<u>\$ 4,902</u>	<u>\$ 216,159</u>

10. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 4, 2019, the date the June 30, 2019 financial statements were available for issuance.

FAMILY RESOURCE CENTER AT GORHAM

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2019**

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM TITLE</u>	<u>FEDERAL CFDA NUMBER</u>	<u>PASS THROUGH GRANTOR NUMBER</u>	<u>FEDERAL EXPENDITURES</u>
<u>U.S. DEPT. OF HEALTH AND HUMAN SERVICES</u>			
Passed through State of New Hampshire			
Department of Health and Human Services, Office of Human Services, Division of Children, Youth and Families			
Stephanie Tubbs Jones Child Welfare Services Program	93.645	42106802	\$ 8,979
Promoting Safe and Stable Families	93.556	42107306	41,306
Social Services Block Grant	93.667	42106603	154,881
TANF CLUSTER			
Temporary Assistance for Needy Families	93.558	45030206	72,839
Temporary Assistance for Needy Families	93.558	45030353	131,439
			<u>204,278</u>
Maternal & Child Health Services Block Grant for States	93.994	90004009	11,025
MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING CLUSTER			
Maternal, Infant and Early Childhood Home Visiting Program	93.870	05-95-90-902010-5896	146,901
Maternal, Infant and Early Childhood Home Visiting Program	93.870	05-95-90-902010-5896	176,092
			<u>322,993</u>
Division of Behavioral Health, Bureau of Drug and Alcohol Services			
Opioid STR	93.788	05-95-92-920510-7040	195,743
Opioid STR	93.788	05-95-92-920510-2559	132,686
			<u>328,429</u>
Passed through Easter Seals			
MEDICAID CLUSTER			
Medical Assistance Program	93.778	None	300
Total U.S. Department of Health and Human Services			<u>\$ 1,072,191</u>
<u>U.S. DEPARTMENT OF EDUCATION</u>			
Passed through State of New Hampshire Department of Education			
Twenty-First Century Community Learning Centers	84.287	20190037	\$ 141,895
Twenty-First Century Community Learning Centers	84.287	20190011	186,031
Total U.S. Department of Education			<u>\$ 327,926</u>
Total expenditures of federal awards			<u>\$ 1,400,117</u>

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Family Resource Center at Gorham under programs of the federal government for the year ended June 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Family Resource Center at Gorham, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Family Resource Center.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost-principles contained in Uniform Guidance, where in certain types of expenditures are not allowable or are limited to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE C - INDIRECT COST RATE

Family Resource Center at Gorham has elected to use the 10-percent de minimis indirect cost rate allowed under Uniform Guidance. Note, based upon US Department of Education regulations; the State of New Hampshire has limited the indirect cost rate of the Twenty-first Century Community Learning Centers program to 4.4%.

FAMILY RESOURCE CENTER AT GORHAM

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Family Resource Center at Gorham (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities, cash flows and functional expenses for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated October 4, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Family Resource Center at Gorham's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Family Resource Center at Gorham's internal control. Accordingly, we do not express an opinion on the effectiveness of Family Resource Center at Gorham's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did

not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Family Resource Center at Gorham's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone McDonnell Roberts,
Professional Association*

October 4, 2019
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY UNIFORM GUIDANCE**

To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Family Resource Center at Gorham's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Family Resource Center at Gorham's major federal programs for the year ended June 30, 2019. Family Resource Center at Gorham's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Family Resource Center at Gorham's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Family Resource Center at Gorham's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Family Resource Center at Gorham's compliance.

Opinion on Each Major Federal Program

In our opinion, Family Resource Center at Gorham complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Report on Internal Control Over Compliance

Management of Family Resource Center at Gorham is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Family Resource Center at Gorham's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Family Resource Center at Gorham's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leane McDonnell Roberts,
Professional Association*

October 4, 2019
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2019**

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Family Resource Center at Gorham.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Family Resource Center at Gorham, which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Family Resource Center at Gorham expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR 200.516(a).
7. The programs tested as major programs were: U.S. Department of Education; Twenty-First Century Community Learning Centers, CFDA – 84.287, U.S. Department of Health and Human Services, Maternal, Infant and Early Childhood Home Visiting Grant, CFDA – 93.870
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. Family Resource Center at Gorham was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

C. FINDINGS AND QUESTIONED COSTS—MAJOR FEDERAL AWARD PROGRAM AUDIT

None

**the family
resource center**
123 Main Street Gorham, NH 03581 603-466-5190
Offices in Berlin, Colebrook, Lancaster & Littleton ~ www.frc123.org

CFSS:

The Family Resource Center at Gorham
2020-21 BOARD OF DIRECTORS - *Redacted*

Linda Lamirande, President

Cathy Conway

Les Glover

Bridget Laflamme

Jim Gibbons, Treasurer

Anne-Marie Gagne

Donna Piet, Vice President

Karen Moore, Secretary

Vicky McGillicuddy

Gretchen Taillon



Jen Buteau

- Motivated, dependable, and committed employee
- Strong and proven training and interpersonal skills
- Ability to lead and motivate team members
- Expert advocacy, communication and case planning skills
- Successful leadership and managerial experiences
- Proficient computer skills including MS Word, Excel, PowerPoint and Outlook
- Grant writing, reporting, Opinion-Editorial pieces and press releases
- Ability to multi-task, be versatile and deal with crisis situations while maintaining excellent time-management skills and professionalism
- Adhere to budgets; analyze and incorporate ways to decrease expenses and increase revenue
- Sensitivity to and clinical experience with people struggling with addiction, mental health issues, poverty, diversity, cognitive impairments, or otherwise marginalized individuals
- In-depth knowledge and clinical use of Motivational Interviewing & Dialectical Behavior Therapy

○ Professional Experience

September 2015 – present **The Family Resource Center** **Director of Family Support Programs**

- Responsible for the overall management of multiple programs for children and families at non-profit agency covering northern New Hampshire

March 2013 – September 2015 **CASA of NH** **Training & Recruitment Coordinator**

- Spread increased awareness about CASA of NH and recruiting more quality volunteers to advocate for children who have been abused / neglected

May 2012 – March 2013 **Tri-County Cap, Berlin, NH** **Employment Specialist**

- Coordinated meaningful work experiences through creating and matching volunteer opportunities to individuals receiving welfare in an effort to increase their likelihood of acquiring gainful employment and provided job coaching and reinforcement to clients

2005– 2012 **Northern Human Services, Berlin, NH** **Case Manager**

- Through community based services, assisted people with a major mental illness manage their social, emotional, housing, financial, legal, vocational and medical needs through assessment, coordinating services, advocacy, crisis intervention, referrals, service monitoring and outreach
- Facilitated evidence based practice group, "Illness, Management and Recovery." This site was awarded highest fidelity in state with this pilot group
- Carried a niche caseload of clients who historically were unsuccessful of engaging in traditional treatment by effectively employing interventions based on evidence based practices specific to the individuals

2000 – 2005 **The Wentworth, Jackson, NH** **Director of Sales, 2002 – 2005**
Dining Room Manager, 2000 -2002

- Oversaw the execution of successful, quality events by effective coordination and supervision of multiple departments. Developed marketing strategies to brand hotel as an elegant country inn and premiere venue for luxurious weddings and upscale corporate retreats
- Hired, trained and managed all dining room, event and bar staff. Developed and implemented appropriate training procedures to acquire and maintain prestigious four diamond status restaurant

1998 – 2000

Center of Hope, Conway, NH

Support Facilitator II

- Mentored direct care staff, handled crisis situations and trained, supervised and supported staff in a residential behavioral unit
- Created schedules, assisted in developing and implementing behavior change plans, was responsible for accounts payable and receivable, invoices and purchasing
- Interfaced with community agencies and individuals on behalf of clients

○ Education

B.A., Psychology, Rivier College, Nashua, NH, 03060

Seminars: Motivational Interviewing	Dialectical Behavior Therapy
Supported Employment	Assertive Community Treatment
Illness Management and Recovery	Treatment of Co-Occurring Disorders

○ Community Involvement

2014 Co-recipient of the Gus Rooney Award	Therapeutic foster care provider
Blogger for Stay, Work, Play N.H.	Outreach volunteer for Believe in Books
Soccer coach for North Country Soccer League	Former Berlin Planning Board Member
Coach / coordinator for Young Athlete Program	Former Berlin City Councilor

Jen Buteau • 275 Willard Street, Berlin, NH 03570 • 603.748.3676

Lucie A Remillard

RESUME

Summary of Qualifications

Highly skilled and dedicated professional offering a 20-year background in office management, sales, outreach, marketing, new business and account management. A community outreach coordinator, networking in communities and chamber of commerce throughout New Hampshire.

Areas of Experience

Community Outreach, Contract Negotiations, Office Operations, Office Management
Sales & Marketing Contract/Pricing Client Communication
Staff & Team Leadership Financial Reports Strategic Planning
Property Management Negotiation Recruit & Support

Work Experience

Family Resource Center – Gorham, NH

January, 2020 to Present

Administration Manager – Involved in office operations, policy & certificate review for compliance, renewal and audits. Work with ED, bid preparation, and purchasing. Responsible for facilities & satellite site management, supervising maintenance personnel & building repairs. Manage multiple projects and agency operations as needed.

CASA of NH – Manchester, NH

May, 2016 to November, 2019

North Country Community Outreach Coordinator – the Outreach Coordinator is responsible for outreach, recruitment, and building relationships with volunteers & community groups in Coos, Grafton & Belknap counties. This includes group presentations, advocate interviews, chamber of commerce, city & town involvement. Outreach Coordinator is building partnerships and maintaining interaction with community stakeholders and residents; distributing outreach and marketing materials; attending community and city-wide meetings, and representing CASA of NH as essential to promote awareness. Also included are daily follow-up on the CASA's administrative tasks, volunteer inquires, and to secure training locations.

Provider Financial – ENH Power, Auburn, ME

September 9, 2013 – December 31, 2015

Community Outreach Worker – Building relationships in New Hampshire that would increase residential and commercial accounts. Identify non-profit agencies for a community partner program to raise funding and financial contribution; volunteer and remain active in several NH Chamber of Commerce; communicate and promote company enrollment; attend home, industry, business & trade shows throughout New Hampshire, Maine & Mass; educate yet promote company awareness and benefits; maintain strong community relationships with area business owners, political representatives and non-profit agencies.

Lucie A Remillard RESUME – p2

Re/Max Northern Edge / Gallus & Green Realtors, Berlin, NH

License Real Estate Broker with New Hampshire since 1997

Realtor – Broker Associate; G & G – Office Manager

List, market, manage and sell residential & commercial real estate in Northern New Hampshire. Work closely with clients, brokers, title companies, attorneys, mortgage agents to secure contracts and transfer of properties. Recognized as a competitive industry leader within a highly volatile market, I generated over \$200K in sales commission and achieved “high seller” status for several consecutive years. Maintain a solid network of business, industry and community contacts. Design, market, and advertise promotional flyers, mailers and letters targeting prospective clients. Recruited and trained office staff and real estate sales agents.

Home Sweet Apartments & Realty, Berlin, NH

1990 – 2003 (Owner/Broker – sold business in 2003)

Property Manager & Real Estate Sales Broker – Property management firm specializing in sales and rental. Business grew from 4 units to over 600 rental management units within 3 years. Recruited and supervised a professional staff of ten employees and numerous sub-contractors. Directed rental operations which included tenant screening, contract negotiations, rent collections, advertising, and general property maintenance. Maintained business accounting for each property, complete operating statements, cash journals, income and expense reports, secure competitive insurance rates and ensure all properties met or exceeded state, local and federal housing codes.

Education, Licensure & Board Member

Springfield College – St. Johnsbury, Vt – Human Services – Completion IP of Bachelor’s Degree

Granite State College – Human Services

Licensed Real Estate Broker

NH Board of Realtors

NH Landlord Association

Councilor – City of Berlin

Board Member – Planning Board – Accounts & Claims – Traffic & Safety - Budget

RESUME

NAOMI LEVESQUE

EDUCATION

B.S. Environmental Science and Wildlife Studies, Graduated June 2012
Granite State College, Berlin, NH
GPA 3.91/4.0 summa cum laude

EMPLOYMENT

THE FAMILY RESOURCE CENTER

Organization Manager – HR/IT/Staff Support 05/2019 – present
Assistant Program Director 02/2016 – 05/2019
Site Director 09/2014 - 02/2016
Interim Program Director 11/2013 – 09/2014
Site Director 09/2009 – 11/2013
Group Leader and Administrative Assistant 11/2005 – 09/2009

The Family Resource Center- Project Youth, Gorham, NH

- Human Resources and Information Technology
 - Coordinate onboarding and completion of all paperwork; manage employee files
 - Ensure Federal and State HR compliance; address employee HR matters
 - Assist with FRG employee policy updates and adherence
 - Configure and issue all employee technology
 - Research, procure and launch new technology; ensure security compliance
 - Manage Google Suite, primary website and phone system portal
 - Record Board Meeting minutes, manage room bookings; answer phones, greet clients, supervise special projects staff
- Leadership of the Project Youth Afterschool and Summer Programs
 - Programs hosted in five schools serving @180 students in grades K-8
 - Provide quality, hands-on staff development and support for @25 staff
 - Knowledge of and compliance with NH DHHS Childcare Licensing Standards
 - Manage budgets
 - Strengthen and expand community partnerships and relationships
 - Maintain database
 - Surveys and data collection, tabulation and analysis
 - Direct leadership of K-2 elementary and middle school grades 6-8 programs
 - Delivering services to 35-55 students including homework help
 - Training staff to create and implement scaffolded lesson plans linking to NH Common Core Standards
 - Lead health and nutrition, environmental science and STEM curriculums
 - Monthly activity calendars and newsletters, pamphlets, permission forms
 - Preparation of daily USDA approved snack menus and serving
 - Event planning and implementation; fundraising
 - Partnership development with local companies and organizations
 - Coordinate with Site Directors and school day staff for consistent practices
 - Prepare and facilitate age appropriate enrichment curriculum/activities for staff and grades K-8 students
- Interim Director duties not listed above
 - Management of funding from Federal, State, local and small grants
 - Co-write two NH 21 CCLC grants and fulfillment of the terms there-in
 - Completion of required annual reports in relation to funding and program goals
 - Projecting and balancing budgets
 - Performing background checks and employee hiring forms
- Administrative Assistant duties not listed above
 - Creation of client accounts in QuickBooks; billing/payments
 - Conversion to new billing management database

- NH DHHS Child Care Web Billing
- Managing files, answering phones, verbal and written communication, registration forms and document creation with Microsoft Office Programs, press releases; support for Program Director, Site Directors and Group Leaders

**CREDENTIALS/
CERTIFICATIONS**

- ◆ NH DHHS Afterschool Professional Development Credential- Afterschool Direct Service Level 6
- ◆ First Aid/CPR/AED- June 18, 2019 (expires 06/2021)
- ◆ NH 4-H Shooting Sports Leader Class II Archery Instructor- May 22, 2011-present
- ◆ Project WILD and WET/WILD Aquatic Instructor since 2010 (updated May 2016)
- ◆ Stream Safari Instructor since May 2016
- ◆ New Hampshire Coverts Cooperator since 2012
- ◆ Project Learning Tree Instructor since 2009
- ◆ Courage to Care Instructor- December 14, 2011-2019
- ◆ Leadership North Country alumni- 2010-2011

**VOLUNTEER
EXPERIENCE**

- ◆ **City of Berlin Planning Board Member** 2016-present
 - Review and understand materials
 - Communicate professionally with Board Members and members of the public
 - Utilize connections to facilitate student presentations on local matters
- ◆ **Ammonoosuc Chapter of NH Audubon Board member and Secretary** 2011-present
 - Mailing list maintenance and management of bulk mailings
 - Communication with the public
 - Record meeting minutes, prepare annual report and present to the public
 - Co-leader of family friendly bird walks
- ◆ **NH Volunteer River Assessment Program participant** 2012-2019
 - Ability to follow specific protocols and accurate completion of paperwork
- ◆ **Committee member and Secretary for The Medallion Opera House** 2011-2016
 - Recorded meeting minutes and prepared documents for the committee
 - Assisted with event planning and implementation
- ◆ **Loki Clan Wolf Refuge in Chatum, NH** 2005-2013
 - Monthly newsletters, coordination with printer, bulk mailings
 - Some website management and associated coding
- ◆ **Lake Umbagog Wildlife Refuge in Errol, NH** 2007-2009
 - Database cataloging of office resource materials, pamphlet updates, greeting patrons

SKILLS

- | | |
|---|--------------------------|
| ◆ Office Management | ◆ Public Speaking |
| ◆ Microsoft Office Excel, Word, Publisher, PowerPoint | ◆ Fundraising |
| ◆ Collaboration and Communication | ◆ Confidentiality |
| ◆ Community Involvement | ◆ Leadership |
| ◆ Leadership | ◆ Research |
| ◆ Budget Management | ◆ Strategizing |
| ◆ Grant Writing | ◆ Taking Initiative |
| ◆ Education | ◆ Self-driven to Succeed |
| ◆ Event Planning | |

PATRICIA STOLTE

PROFESSIONAL SKILLS

ADMINISTRATIVE

Over thirty-five years' experience in positions requiring administrative responsibility and problem solving abilities including; nonprofit agencies, marketing departments and human service programs:

- Knowledge of all aspects of operational, financial and compliance for non-profit and for-profit businesses
- Responsible for managing resources, developing annual budgets, monitoring and managing budgets and overseeing contracts and compliance with DHHS.
- Supervision and leadership for multiple non-profit programs with 50+ staff members
- Program design and implementation.
- Development; grant writing, annual appeals and donor program implementation
- Human Resources creating policies & procedures, job descriptions, orientation and training for several agencies
- Initiated Strategic Planning process and Board Development within agencies
- Agency delegate for several state conferences, involved in coordination of all aspects of annual events, fundraising projects and marketing campaigns
- Facility and building management for several site locations
- Volunteer management, recruitment and recognition

FISCAL MANAGEMENT

- Managing agency budget of \$2+million with multiple program budgets
- Budget management of 3 programs with reporting to Board of Directors and agency CEO overseeing \$1.3million budget
- Budget management of advertising campaigns from \$500k to \$6 million for businesses
- Proposals for funding to state, federal and local governments for annual contracts
- Fiscal management of annual grants from NH Charitable Trust and other foundations.

SKILLS:

- Work collaboratively with board members, staff and colleagues
- Create partnerships within the community to combine and extend resources
- Possess solid presentation, communication and organizational skills
- Knowledge of Microsoft Office, graphics programs and social media

PROFESSIONAL EXPERIENCE:

- The Family Resource Center,**
Gorham NH - Executive Director August 2015 to present
- Tri-County Community Action Programs, Inc., Berlin, NH –** August 2004 to August 2015
ServiceLink Resource Center Director - 2004 to 2006
TCCAP Division Director - 2006 to 2015
- Mountain View Grand Resort**
Whitefield, NH Public Relations Director January 2003 to July 2004
- Berlin Main Street Program**
Berlin, NH Executive Director November 1997 to January 2003
- Zale Corporation/Karten's**
Dallas/New Bedford, MA - Marketing Manager
1991 to 1997
- Pierce-Cote Advertising Agency**
Osterville, MA – PR & Media Manager
1989 to 1991
- Shreve, Crump & Low,**
Boston - Marketing Director - 1984 to 1989
- Wolfe Publishing,** Pittsford NY - Advertising Sales Representative - 1984

EDUCATION & TRAINING

State University of New York at Fredonia, BA in Mass Communications & Business
Monroe Community College, Rochester, New York, Associates in Business Administration
Brighton High School, Rochester, New York

VOLUNTEER ENGAGEMENT – PAST & PRESENT

- Involved on area non-profit boards, community groups and projects with organizations such as Coos Country Health Services, Androscoggin Valley Home Care, AV Economic Recovery Committee, Head Start Board of Advisors, The Main Street Program and Androscoggin Valley Hospital Wellness Committee
- Member of NH Wellness & Prevention Council, Leadership NH North Country, Statewide Coalition of Aging Services, the Planning Committee for NH State Conference on Aging, the Coos County Coalition for Families & Children, The Endowment for Health Planning Committee and the Androscoggin Valley Community Partners

RESUME Ron Fini

WORK HISTORY

1999-present Finance Manager, The Family Resource Center at Gorham.
2014-2019 Computer Support Educator, Hillside Elementary School
2013-2013 Staff Accountant at Androscoggin Valley Hospital
2010-2016 Software Systems Educator, Androscoggin Valley Hospital
2008-2014 Volunteer at the Androscoggin Valley Hospital
1980-2008 Business Technology/Education *Department, Chairperson*
1975-2008 Self-employed *Disc Jockey* for Rockin' Ron's Music
1980-1983 *G.E.D. Instructor*, General Adult Education, Berlin
1971-1975 Manpower, *Adult Job Training Instructor*, Berlin

EDUCATION

1965-1967 *Northampton Commercial College*; Northampton, Massachusetts; Majored in Accounting/Business Management; Diploma
1967-1969 *Western Kentucky University*; Bowling Green, Kentucky; Majored in Accounting, Business Administration, Business Education; BS. Minor in Economics.
1969-Present Various *Professional Development* courses, and other activities.

COMMUNITY ACTIVITIES

- Server on the Gorham (GRS) School Board.
- Established and manage the Rotating Arts Program at the Androscoggin Valley Hospital.
- Role in organizing the Androscoggin Valley Hospital Recycling Program.
- A volunteer at the Androscoggin Valley Hospital.
- Volunteer for a variety of charitable organizations, community projects, and people/families in need. *Holy Family Church*: Past member of Finance Committee (4 years), Parish Council (3 years) and member or chair of many fund raising committees.
- *Gorham Knight of Columbus*: Active member for over 25 years
- *Big Brother/Big Sister*

COMPUTER SKILLS

- Have been giving instruction on computers and computer software since 1980.
- Have knowledge on the following software application: Sage Accounting (Once known as Peachtree Accounting), Various Windows applications (including XP, Vista, Windows 7, Windows 10), Quicken, Microsoft Word (all versions), Microsoft Publisher (all versions), Microsoft Access Power Point, Google Docs-Sheets-Slide, and many other application/utilities software packages.

AWARDS RECEIVED

- *Volunteer of the Year* from the Androscoggin Valley Hospital
- *Knight of the Year* from the local Gorham council.
- First place in state *Council Bulletin Competition*.

PROFESSIONAL ASSOCIATION

- Gorham Teachers' Association, past Vice-President 1970, member from 1969 to June 2008.
- National Education Association, life member from 1969.

REFERENCES: *Upon Request*

The Family Resource Center at Gorham

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Patricia Stolte	Executive Director*	\$72,000	0	0
Ron Fini	Finance Manager*	\$40,000	0	0
Naomi Levesque	HR/IT Manager*	\$34,760	0	0
Lucie Remillard	Office Manager*	\$36,000	0	0
Jen Buteau	FS Program Director	\$61,880	24%	\$14,850

*10% indirect helps fund administrative staff salaries

Subject: Comprehensive Family Support Services RFP-2021-DEHS-02-COMPR-04

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Family Resource Center at Gorham		1.4 Contractor Address 123 Main Street Gorham, NH 03581	
1.5 Contractor Phone Number (603) 466-5190	1.6 Account Number 05-095-042-421010-29680000-102-500734, 05-095-042-421010-29730000-102-500734, 05-095-042-421010-29660000-102-500734, 05-095-045-450010-61270000-102-500731, 05-095-045-450010-61460000-502-500891, 05-095-090-902010-51900000-102-500731, 05-095-042-421010-29580000-645-504004	1.7 Completion Date June 30, 2020 June 30, 2024 <i>JS</i>	1.8 Price Limitation \$1,478,084
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <i>Patti Stolte</i> Date: 6/24/20		1.12 Name and Title of Contractor Signatory Patti Stolte, Executive Director	
1.13 State Agency Signature <i>Christina Santaniello</i> Date: 6/25/20		1.14 Name and Title of State Agency Signatory Christine Santaniello, Director, DEHS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			

Contractor Initials *JS*
 Date *6/24/20*

By:	Director, On:
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>	
By: <i>/s/Christen Lavers</i>	On: <i>6/28/20</i>
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>	
G&C Item number:	G&C Meeting Date:

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2020.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



Scope of Services

1. Statement of Work

1.1. General Services

- 1.1.1. The Contractor shall provide services to pregnant and parenting women as well as other families with children up to twenty-one (21) years of age who are:
 - 1.1.1.1. At risk for experiencing difficulty with:
 - 1.1.1.1.1. Pregnancy;
 - 1.1.1.1.2. Health and nutrition;
 - 1.1.1.1.3. Education and employment;
 - 1.1.1.1.4. Parenting challenges;
 - 1.1.1.1.5. Social isolation;
 - 1.1.1.1.6. Substance use disorders;
 - 1.1.1.1.7. Mental health events;
 - 1.1.1.1.8. Child abuse and neglect;
 - 1.1.1.1.9. Substance exposed infants;
 - 1.1.1.2. Perinatal families of substance exposed infants; and
 - 1.1.1.3. At risk for child abuse and neglect.
 - 1.1.1.4. Seeking Comprehensive Family Support Services (CFSS) in a voluntary manner.
- 1.1.2. The Contractor shall provide services at 123 Main Street, Gorham, NH and other locations, as mutually agreed upon between the Contractor and the client, within the Department of Health and Human Services Berlin District Office Catchment Area.
- 1.1.3. The Contractor shall provide voluntary Comprehensive Family Support Services.
- 1.1.4. For the purposes of this agreement, all references to days shall mean business days.
- 1.1.5. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 9:00 AM to 4:00 PM, excluding state and federal holidays.
- 1.1.6. The Contractor shall obtain the FRC-Q designation no later than the contract completion date, ensure a formal FRC-Q application is submitted to the New Hampshire Children's Trust and the Wellness

Contractor Initials PS

New Hampshire Department of Health and Human Services
Comprehensive Family Support Services
EXHIBIT B



and Prevention Committee no later than April 1, 2021.

- 1.1.7. The Contractor shall collaborate with the Department and its Facilitating Organization to ensure a statewide system of CFSS.
- 1.1.8. The Contractor shall attend quarterly meetings for Comprehensive Family Support Services (CFSS), as scheduled by the Department.
- 1.1.9. The Contractor shall provide CFSS utilizing the Strengthening Families Framework and addressing Protective Factors, which may be provided through a variety of methods, as determined to be convenient for clients and families, which include, but are not limited to:
 - 1.1.9.1. Home visiting services.
 - 1.1.9.2. Workshops.
 - 1.1.9.3. Support groups.
 - 1.1.9.4. Utilizing the Strengthening Families Framework.
 - 1.1.9.5. Addressing protective factors.
 - 1.1.9.6. Community Events.
- 1.1.10. The Contractor shall provide services designed to prevent child maltreatment, neglect and Juvenile Justice Involvement by ensuring:
 - 1.1.10.1. Services are trauma informed.
 - 1.1.10.2. Parenting education and family support is available through a variety of evidence-based curriculums; and
 - 1.1.10.3. Age appropriate education is available utilizing Bright Futures-Guidelines for Health Supervision of Infants, Children and Adolescents.
- 1.1.11. The Contractor shall provide and connect families to services that include but are not limited to:
 - 1.1.11.1. Social.
 - 1.1.11.2. Healthcare.
 - 1.1.11.3. Family Planning.
 - 1.1.11.4. Parenting Support.
- 1.1.12. The Contractor shall provide Comprehensive Family Support Services (CFSS) that support parents who may be experiencing social, emotional, physical and mental health events that interfere with their ability to parent their children.
- 1.1.13. The Contractor shall provide CFSS in a flexible and integrated

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approach that provides support services to families on a continuum of three stages:

- 1.1.13.1. Prevention;
 - 1.1.13.2. Early intervention; and
 - 1.1.13.3. Crisis.
- 1.1.14. The Contractor shall facilitate identification and evaluation of programs and services available to families experiencing conditions that may include, but are not limited to:
- 1.1.14.1. A previous or current founded, or unfounded, child protective services report.
 - 1.1.14.2. Having a child who has a low birth weight and neuro developmental delays.
 - 1.1.14.3. A history of, or current, parental or caregiver substance abuse.
 - 1.1.14.4. A history of, or current, mental health concerns relative to the parent, caregiver, or child(ren).
 - 1.1.14.5. Having income at or below 300% of the Federal Poverty Level.
 - 1.1.14.6. Family history of domestic violence.
 - 1.1.14.7. Child's insecure attachment in early years.
 - 1.1.14.8. Pregnancy; birth of a child within the past twelve (12) months; birth of an additional child within the next six (6) months; birth or expected birth of a child with special healthcare needs.
 - 1.1.14.9. Pregnant individuals with prenatal substance use concerns and families with substance exposed infants.
 - 1.1.14.10. Having more than one (1) child under the age of three (3) years.
 - 1.1.14.11. Physical or social isolation or any other factors that contribute to unhealthy social and emotional outcomes.
 - 1.1.14.12. Home conditions presenting a health and/or safety risk to family members.
 - 1.1.14.13. Child or family with chronic health, behavioral or developmental issues with impacts parenting.

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- 1.1.14.14. Ages and Stages Questionnaire (ASQ) and Ages and Stages Questionnaire Social Emotional (ASQ-SE) results that indicate developmental delays.
- 1.1.14.15. Families impacted by traumatic events.
- 1.1.14.16. Receiving Temporary Assistance to Needy Families (TANF) cash assistance or any of the Medicaid options.
- 1.1.14.17. Substance Use Disorder services.
- 1.1.15. The Contractor shall ensure services are multigenerational; trauma-informed; culturally responsive; strengths-based; and focused on empowering families. The Contractor shall ensure service activities include, but are not limited to:
 - 1.1.15.1. Evidence-based practices, where available.
 - 1.1.15.2. Education and direct services that support parent and child wellbeing.
 - 1.1.15.3. Case management.
 - 1.1.15.4. Access to a broad array of resources and referrals that respond to a family's needs.
 - 1.1.15.5. Warm hand-off of a referral.
- 1.1.16. The Contractor shall utilize marketing strategies to increase presence of CFSS in the community, including but not limited to:
 - 1.1.16.1. Producing and distributing Family Resource Center-branded flyers; tablecloths, and brochures.
 - 1.1.16.2. Ensuring staff wear uniforms/vests with the Family Resource Center logo.
 - 1.1.16.3. Utilizing the Family Resource Center Facebook page to engage referral sources, families and community members.
 - 1.1.16.4. Target mailings.
 - 1.1.16.5. Develop and provide local newspapers and radio stations with press releases and community calendars of events.
 - 1.1.16.6. Representing the FRC at the following, which includes but is not limited to:

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- 1.1.16.6.1. Women, Infants, and Children (WIC) Clinics.
- 1.1.16.6.2. Farmer's markets.
- 1.1.16.6.3. Job fairs.
- 1.1.16.6.4. Transitional nights.
- 1.1.16.6.5. Resource fairs.
- 1.1.16.6.6. Panel discussions.
- 1.1.16.6.7. Local community events.

1.1.17. The Contractor shall ensure services are available during times that are convenient for families, including during hours that accommodate families who may have non-traditional schedules or hours.

1.2. Assessments and Referrals

- 1.2.1. The Contractor shall accept referrals from hospitals and medical centers when clients have a Plan of Safe Care, or assist pregnant and postpartum women with developing a Plan of Safe Care in collaboration with medical providers. The Contractor shall:
 - 1.2.1.1. Provide early intervention in at risk pregnant and parenting families.
 - 1.2.1.2. Prioritize pregnant parents with substance use disorder for support and assignment.
- 1.2.2. The Contractor shall complete a Family Assessment utilizing the Protective Factors Survey, 2nd Edition (PFS-2) for each family referred for services in order to:
 - 1.2.2.1. Identify risk factors;
 - 1.2.2.2. Determine appropriate CFSS; and
 - 1.2.2.3. Provide appropriate CFSS.
- 1.2.3. The Contractor shall ensure that each family is provided with an Individual Service Plan (ISP) that addresses and targets barriers to receiving education and support services, which may include but are not limited to:
 - 1.2.3.1. Parent education and support;
 - 1.2.3.2. Family mentoring and advocacy;
 - 1.2.3.3. Medical and health education;
 - 1.2.3.4. Early childhood education;
 - 1.2.3.5. Literacy education and support; and

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- 1.2.3.6. Life skills training.
- 1.2.4. The Contractor shall provide referrals to appropriate community-based services and other resources that support families in their home communities, which may include, but are not limited to:
 - 1.2.4.1. The Coos Coalition for Children and Young Families.
 - 1.2.4.2. Child Care Aware of New Hampshire.
 - 1.2.4.3. The Department of Health and Human Services District Offices for assistance with program eligibility determination.
 - 1.2.4.4. Special Medicaid Services, including Family Centered Early Supports and Services (FCESS).
 - 1.2.4.5. Family violence prevention agencies.
 - 1.2.4.6. Mental health services.
 - 1.2.4.7. Nutrition education and healthy foods.
 - 1.2.4.8. Instructional money management.
 - 1.2.4.9. Smoking cessation programs, including referrals to QuitWorks-NH.
 - 1.2.4.10. WIC Nutrition programs for access to breastfeeding supports, nutritional education, and healthy foods.
 - 1.2.4.11. Independent living skills programs.
 - 1.2.4.12. Adult education.
 - 1.2.4.13. Literacy education.
 - 1.2.4.14. Employment services.
 - 1.2.4.15. Vocational rehabilitation services.
 - 1.2.4.16. NH Employment Securities.
- 1.2.5. The Contractor shall provide referrals to the local SAU special education department for programs, as appropriate, that include but are not limited to:
 - 1.2.5.1. Free and reduced lunch.
 - 1.2.5.2. Summer camps for children who are impoverished and/or have a developmental disability.
 - 1.2.5.3. Holiday gift giving programs.
 - 1.2.5.4. Developmental and family support programs.
 - 1.2.5.5. The Door Way.



- 1.2.5.6. Strength to Succeed.
- 1.2.5.7. Kinship Navigation services.
- 1.2.5.8. Caregiver support groups.
- 1.2.5.9. Community events.
- 1.2.5.10. Healthy Families America.
- 1.2.6. The Contractor shall ensure that families with children up to six (6) years of age are screened and participate in the Watch Me Grow Program. The Contractor shall:
 - 1.2.6.1. Distribute the "Learn the Signs, Act Early" materials;
 - 1.2.6.2. Report the number of families who received developmental screening education materials;
 - 1.2.6.3. Provide developmental and social emotional screenings for children ages one (1) month through five (5) years; and
 - 1.2.6.4. Report the number of families that received an ASQ-3 and ASQ-SE- screener.
- 1.2.7. The Contractor shall administer the Watch Me Grow curriculum/program/services in accordance with the Watch Me Grow guidelines.
- 1.3. **Home Visiting Services**
 - 1.3.1. The Contractor shall provide home visiting services that are respectful of families' cultures and values while building on their strengths, being responsive to their needs, and ensuring voluntary participation of the families served.
 - 1.3.2. The Contractor shall place a family on creative outreach after one (1) month of unsuccessful attempts to schedule a home visit if a participant is unavailable for home visits for at least 30 days. The Contractor shall ensure creative outreach includes, but is not limited to:
 - 1.3.2.1. Sending families craft supplies and simple instructions.
 - 1.3.2.2. Checking back in with the family.
 - 1.3.2.3. Mailing a "Thinking of You" card.
 - 1.3.2.4. Delivering food from the food pantry with a recipe card and handwritten note.
 - 1.3.2.5. Sending a flyer about an FRC community event or group.
 - 1.3.2.6. Sending a birthday card.

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- 1.3.2.7. Inviting new parents to an FRC community baby shower.
- 1.3.3. The Contractor shall provide home visiting services that include, working with program participants to develop comprehensive goals that improve the economic self-sufficiency of families by assisting parents to develop vision for the future that includes, but is not limited to:
 - 1.3.3.1. Planning future pregnancies.
 - 1.3.3.2. Continuing education.
 - 1.3.3.3. Finding and maintaining employment.
 - 1.3.3.4. Increasing Protective Factors of the family.
 - 1.3.3.5. Obtaining secure housing.
 - 1.3.3.6. Accessing community services.
 - 1.3.3.7. Accessing parental education on topics that include, but are not limited to:
 - 1.3.3.7.1. Child development.
 - 1.3.3.7.2. Child behavior.
 - 1.3.3.7.3. Child health.
 - 1.3.3.7.4. Coping and problem solving skills.
 - 1.3.3.7.5. Safety.
 - 1.3.3.7.6. Parenting skills.
- 1.3.4. The Contractor's home visitors shall conduct activities that include, but are not limited to:
 - 1.3.4.1. Providing standardized smoking cessation education and referrals, as appropriate, in order to increase the number of women who quit smoking.
 - 1.3.4.2. Providing standardized smoking cessation education and referrals as needed.
 - 1.3.4.3. Providing information to pregnant women relative to the importance or receiving consistent prenatal health care that results in healthy pregnancies and birth outcomes.
 - 1.3.4.4. Providing information that promotes parent-child attachments that mitigate child maltreatment.

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- 1.3.4.5. Providing education regarding the importance of primary care services for the family; including access to reproductive health care, timely immunizations, increased child safety, and the establishment of a medical home. The Contractor shall work to ensure:
 - 1.3.4.5.1. All women have access to formal, validated screening for prenatal and postpartum depression.
 - 1.3.4.5.2. All women who screen positive for maternal depression are referred to follow-up treatment, as appropriate.
 - 1.3.4.5.3. All participants are enrolled in primary care physician services.
 - 1.3.4.5.4. Improvement in family health and functioning.
- 1.3.5. The Contractor shall provide home visiting services, utilizing evidence based approaches and training programs that include, but are not limited to:
 - 1.3.5.1. Growing Great Kids curriculum for parents of children up to five (5) years of age.
 - 1.3.5.2. Growing Great Families curriculum.
 - 1.3.5.3. Parents-as-Teachers curriculum.
 - 1.3.5.4. Positive Solutions for Families curriculum;
 - 1.3.5.5. SAMSHA's Anger Management curriculum, as appropriate.
 - 1.3.5.6. Circle of Security curriculum.
 - 1.3.5.7. Motivational interviewing.
 - 1.3.5.8. Reflective supervision.
- 1.3.6. The Contractor's home visitors shall provide transportation to appointments, if necessary, to allow families access to necessary services.
- 1.3.7. The Contractor's home visitors shall provide child car seat safety checks.
- 1.3.8. The Contractor shall provide home visiting services and classes at a variety of times, which include early evenings, weekends, mornings and afternoons.

1.4. Workshops, Support Groups and Community Outreach

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- 1.4.1. The Contractor shall provide meeting space in a community setting in instances in which the family may not feel comfortable meeting at their residence.
- 1.4.2. The Contractor shall ensure families have access to meetings in a manner that ensures safety for both the Family Resource Center staff and the families served by training the families how to utilize web-based meeting methods that include, but are not limited to:
 - 1.4.2.1. Zoom.
 - 1.4.2.2. Google Classroom.
- 1.4.3. The Contractor shall ensure that the privacy of individuals served is maintained in any instance in which web-based meeting methods are utilized.
- 1.4.4. The Contractor shall ensure additional supports are provided to families during academic and routine changes, which may include, but are not limited to:
 - 1.4.4.1. Delivering hard copies of applications for support services.
 - 1.4.4.2. Emotional learning activities that include "Busy bag" for parents to use with children.
 - 1.4.4.3. Food and paper goods.
 - 1.4.4.4. Gas cards.
 - 1.4.4.5. Phone cards.
 - 1.4.4.6. Data cards.
- 1.4.5. The Contractor shall provide a Parent Leadership Certificate course to parents and/or caregivers, as appropriate, in order to develop leadership skills and facilitate opportunities for using specific skills in their community.
- 1.4.6. The Contractor shall evaluate the progress of both parents and caregivers, as well as the performance of the programs and services provided.

1.5. **Staffing**

- 1.5.1. The Contractor shall require all staff, subcontractors, and volunteers who have contact with children complete a criminal background check and central registry check.
- 1.5.2. The Contract shall ensure staff who shall drive as part of their job duties maintain a valid driver's license.
- 1.5.3. The Contractor shall ensure staff are trained in:

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- 1.5.3.1. The principles of family support;
- 1.5.3.2. Maternal and child health;
- 1.5.3.3. The child welfare system with concentrations in service array; and
- 1.5.3.4. Working in multidisciplinary teams.
- 1.5.4. The Contractor shall demonstrate on-going staff enrichment and development in areas that include, but are not limited to:
 - 1.5.4.1. Skills needed to address the ethnic and cultural needs, resources, and assets of the community;
 - 1.5.4.2. Exercising empathy, with an understanding of family stressors, for parents and families receiving services; and
 - 1.5.4.3. Effective home visiting and reporting practices.
- 1.5.5. The Contractor shall ensure staff includes, at a minimum, a Program Director who works the minimum of a .5 Full Time Employee (FTE) and an appropriate number of Paraprofessional Home Visitors, necessary to implement the program.
- 1.5.6. The Contractor shall ensure the Program Director has experience and education that include, but are not limited to:
 - 1.5.6.1. A Master's degree in social work, counseling, nursing, public health or a related field, and
 - 1.5.6.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting; or
 - 1.5.6.3. A Bachelor's degree in social work, counseling, nursing, public health or related field; and
 - 1.5.6.4. Five (5) years of experience working with families and children in a social service, home health or other early childhood program setting, some of which shall have been in a supervisory capacity.
- 1.5.7. The Contractor shall ensure Paraprofessional Home Visitors have, experience and education that include, but are not limited to:
 - 1.5.7.1. A Bachelor's degree in social work, counseling, nursing, human services, early childhood education or a relate field; and
 - 1.5.7.2. Two (2) years of experience working with families and children in a social service, home health or other early childhood program setting.

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- 1.5.8. The Contractor shall ensure a minimum of one (1) Home Visitor and the Home Visitor Supervisor are trained in either Growing Great Kids or Parents as Teachers curriculum and follow the Growing Great Kids requirements within six (6) months of the contract effective date.
- 1.5.9. The Contractor shall ensure all staff receive training on appropriate and effective referral methods, including but not limited to:
 - 1.5.9.1. After school programs.
 - 1.5.9.2. Collaboration with SAU, teachers and guidance departments.
- 1.5.10. The Contractor shall provide training to staff, who work directly with families, in the areas of:
 - 1.5.10.1. Cultural Humility (sensitivity);
 - 1.5.10.2. Ethics;
 - 1.5.10.3. Dealing with People with Challenging Behaviors;
 - 1.5.10.4. Introduction to Personality Disorders;
 - 1.5.10.5. We Are All in this Together; and
 - 1.5.10.6. Documentation and Mandatory Reporting.
- 1.5.11. The Contractor shall provide high quality trainings to staff, community partners and families to maintain and expand community relationships through "lunch and learns" meetings.
- 1.5.12. The Contractor shall ensure staff consists of individuals having diverse ages, genders, religions, ethnicities and cultural backgrounds in order to form positive and relatable relationships with families.
- 1.5.13. The Contractor shall designate a staff person as the liaison for all programmatic correspondence between the Department and the Contractor, ensuring timely communication on topics that include, but are not limited to:
 - 1.5.13.1. Clinical updates.
 - 1.5.13.2. Program announcements.
 - 1.5.13.3. Changes, errors, and requests.
- 1.5.14. The Contractor shall ensure all staff are fully trained in the Standards of Quality training and recertification prior to and while providing services to families.

1.6. Relevant Laws, Policies and Guidelines

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- 1.6.1. The Contractor shall be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 1.6.2. The Contractor shall report all cases of communicable diseases according to New Hampshire RSA 141-C and He-P 301, adopted June 3, 2008.
- 1.6.3. The Contractor shall participate and coordinate 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.
- 1.6.4. The Contractor shall promote immunizations, in accordance with NH RSA 141-C and the Immunization Rules promulgated thereunder.
- 1.6.5. The Contractor's program services shall meet the requirements of Sec. 401 (a)(3) of the 42USC 601, which is Part A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) federal law for TANF, which indicates one of the purposes 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.
- 1.6.6. The Contractor shall comply with confidentiality provisions of RSA 170-G: 8-a. All information regarding the Department's clients, client families, foster families, and other involved individuals, is strictly confidential and shall not be discussed with anyone except the Department's personnel in the performance of contracted services.
- 1.6.7. The Contractor shall maintain the confidentiality of all clients and use client information only for program administration purposes and evaluation, ensuring the following, including but not limited to:
 - 1.6.7.1. All staff and subcontractor(s) understand that the receipt of this information is confidential and cannot be disclosed except in direct administration of the program.
 - 1.6.7.2. All staff and subcontractor(s) adhere to the standards and confidentiality policies of the organization.
 - 1.6.7.3. Receipt of public assistance and other confidential information shared shall be shared only as part of the medical record and only with the properly signed release of information from the client.

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- 1.6.8. The Contractor shall, for purposes of program evaluation and/or continuous quality improvement, report personally identifiable health data to the Department as requested, for all clients served under the resulting contract.
- 1.6.9. The Contractor shall obtain any authorizations for release of information from the clients that are necessary to comply with federal and state laws and regulations.
- 1.6.10. The Contractor shall provide all forms developed for authorization for release of information to the Department shall prior to use.
- 1.6.11. The Contractor shall adhere to the legal requirements governing human subjects' research if considering using program participants for clinical or sociological research purposes.
- 1.6.12. The Contractor shall inform the Division of Public Health Services prior to initiating any research related to the resulting contract.
- 1.6.13. The Contractor shall comply with the reporting requirements of New Hampshire RSA 169:C, Child Protection Act, RSA 161:F46, Protective Services to Adults, RSA -631:6, Assault and Related Offenses, and RSA 130:A, Lead Paint Poisoning and Control.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports highlighting the program activities no later than the fifteenth (15th) day of the month following the reporting period, with the first report due no later than October 15, 2020. The Contractor shall ensure quarterly reports include, but are not limited to:
 - 3.1.1. The progress in achieving the stated outcomes.
 - 3.1.2. Feedback from families as to the effectiveness and satisfaction of the contracted services.

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- 3.2. The Contractor shall submit an annual report to the Department no later than July 31st of each contract year, with the first report due on July 31, 2021. The Contractor shall ensure annual reports include, but are not limited to:
- 3.2.1. Information regarding accomplishments and activities for the program.
 - 3.2.2. Recommendations for service development and outcomes.
 - 3.2.3. Systemic barriers experienced.
 - 3.2.4. Family satisfaction survey results.
- 3.3. The Contractor shall enter data into the Welligent System within thirty (30) days from receiving the data, ensuring data includes, but is not limited to:
- 3.3.1. Encrypted client identifier; first two initials of the first name, first three initials of the last name.
 - 3.3.2. Gender.
 - 3.3.3. Date of Birth.
 - 3.3.4. Race.
 - 3.3.5. Ethnicity.
 - 3.3.6. Date of Screening.
 - 3.3.7. Which month Ages and Stages Questionnaire (ASQ) was administered.
 - 3.3.8. Recheck.
 - 3.3.9. Referred
 - 3.3.10. Receiving services.
 - 3.3.11. Screening score.
 - 3.3.12. Consent signed to notify Primary Care Physician (PCP).
 - 3.3.13. Date the screen was sent to the client's PCP.
- 3.4. The Contractor shall collaborate with the Department to provide requested information relative to program evaluation and other information, as needed, to meet Department goals and requirements and provide information to different Divisions within the Department that include, but are not limited to the:
- 3.4.1. Division for Children, Youth and Families.
 - 3.4.2. Division of Public Health Services.
 - 3.4.3. Division for Economic and Housing Stability.

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- 3.5. The Contractor shall maintain a Family Service Record, as provided by the Department, on each family in compliance with all Health Insurance Portability and Accountability Act (HIPAA), Privacy Rules. The Contractor shall ensure the Family Service Record includes, but not be limited to:
- 3.5.1. Source of referral.
 - 3.5.2. Referral information.
 - 3.5.3. Release of information form.
 - 3.5.4. Family assessment.
 - 3.5.5. Child/Family services plan.
 - 3.5.6. Case contact log.
 - 3.5.7. Receipt of health care.
 - 3.5.8. Linkages with prenatal/primary care and visit schedule as outlined in the American Academy of Pediatrics, "Recommendations for Preventative Pediatric Health Care" schedule.
 - 3.5.9. Progress notes.
 - 3.5.10. Child care utilization and billing information.
 - 3.5.11. Case closure report.
- 3.6. The Contractor shall ensure Family Service Records are summarized and entered into the Quick Base in real-time.

4. Performance Measures

- 4.1. The Contractor shall ensure consumer satisfaction data indicates a minimum of 80% favorable rating.
- 4.2. The Contractor shall sustain 100% screening of family participation in the Watch Me Grow Program in families with children up to six (6) years of age.
- 4.3. The Contractor shall work collaboratively with the Department to ensure evidence-based strategies are used and appropriate metrics are tracked for specific programs and sub-populations.
- 4.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.5. The Contractor shall track a range of performance improvement topics that include, but are not limited to:
 - 4.5.1. Increasing outreach to high-risk populations;
 - 4.5.2. Increasing the share of referred families who enroll in services;
 - 4.5.3. Increasing service completion dates; and

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- 4.5.4. Evaluating long-term program outcomes.
- 4.6. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.7. The Contractor shall collect and share data with the Department in a format specified by the Department, where applicable.
- 5. Additional Terms**
 - 5.1. Impacts Resulting from Court Orders or Legislative Changes**
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
 - 5.2. Culturally and Linguistically Appropriate Services (CLAS)**
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
 - 5.3. Credits and Copyright Ownership**
 - 5.3.1. 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, "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."
 - 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
 - 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.

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5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical 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.

6.1.2. All records shall 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.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

6.1.4. Medical records on each patient/recipient of services.

6.2. 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. 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.

New Hampshire Department of Health and Human Services
COMPREHENSIVE FAMILY SUPPORT SERVICES



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 1.37%, by the US Department of Health and Human Services, Administrations on Children, Youth and Families, Child Welfare Social Services, Title IV-B, Subpart 1, of the Social Security Act, CFDA 93.645, FAIN# 2001NHCWSS.
 - 1.2. 6.74%, by the US Department of Health and Human Services, Administration for Children & Families, Administration on Children, Youth and Families, Promoting Safe and Stable Families, CFDA 93.556, FAIN# 2001FPSS.
 - 1.3. 23.23%, by the US Department of Health and Human Services, Administration for Children & Families, Title XX Grants, SSBG – Social Services Block Grant, CFDA 93.667, FAIN# 2001NHSOSR.
 - 1.4. 55.65%, by the US Department of Health and Human Services, Temporary Assistance for Needy Families, CFDA 93.558, FAIN# 19NHTANF.
 - 1.5. 1.80%, by the US Department of Health and Human Services, Maternal and Child Health Services Block Grant, CFDA 93.994, FAIN# 90CA1858.
 - 1.6. 11.21% General Funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
 - 2.2. The Indirect Cost Rate of 9.9% applies in accordance with 2 CFR §200.414.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-4, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

New Hampshire Department of Health and Human Services
COMPREHENSIVE FAMILY SUPPORT SERVICES



EXHIBIT C

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to BFA@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.



EXHIBIT C

- 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. 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.

Exhibit C-1
Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name: The Family Resource Center Gorham

Budget Request for: Comprehensive Family Support Services (Berlin)

Budget Period: July 1, 2020 through June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DPH contract share		
	Direct / Incremental	Indirect / Fixed	Total	Direct / Incremental	Indirect / Fixed	Total	Direct / Incremental	Indirect / Fixed	Total
1. Total Salary/Wages	\$ 236,091.82	\$ 280.00	\$ 236,371.82	\$ 2,800.00	\$ 280.00	\$ 3,080.00	\$ 233,291.82	\$ -	\$ 233,291.82
2. Employee Benefits	\$ 60,108.18	\$ -	\$ 60,108.18	\$ -	\$ -	\$ -	\$ 60,108.18	\$ -	\$ 60,108.18
3. Consultants	\$ 4,706.18	\$ -	\$ 4,706.18	\$ -	\$ -	\$ -	\$ 4,706.18	\$ -	\$ 4,706.18
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,100.00	\$ -	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,100.00	\$ -	\$ 1,100.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 2,500.00	\$ -	\$ 2,500.00
6. Travel	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
7. Occupancy	\$ 7,000.00	\$ -	\$ 7,000.00	\$ -	\$ -	\$ -	\$ 7,000.00	\$ -	\$ 7,000.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00
Postage	\$ 120.00	\$ -	\$ 120.00	\$ -	\$ -	\$ -	\$ 120.00	\$ -	\$ 120.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
Insurance	\$ 1,600.00	\$ -	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600.00	\$ -	\$ 1,600.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 500.00	\$ -	\$ 500.00	\$ 2,000.00	\$ -	\$ 2,000.00
11. Staff Education and Training	\$ 4,766.50	\$ -	\$ 4,766.50	\$ 1,266.50	\$ -	\$ 1,266.50	\$ 3,500.00	\$ -	\$ 3,500.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FBNH annual fee	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -	\$ 50.00
Dyeing	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 450.00
Indirect / Admin Fee to FRC	\$ -	\$ 33,592.82	\$ 33,592.82	\$ -	\$ -	\$ -	\$ -	\$ 33,592.82	\$ 33,592.82
TOTAL	\$ 341,618.64	\$ 33,872.82	\$ 375,491.46	\$ 3,846.50	\$ 218.00	\$ 4,064.50	\$ 331,736.96	\$ 33,592.82	\$ 365,329.78

Indirect As A Percent of Direct

9.8%

\$ 3,658.50

PS

Contractor Initials

Date 6-24-20

Exhibit C-2, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name: The Family Resource Center Gorham

Budget Request for: Comprehensive Family Support Services (Berlin)

Budget Period: July 1, 2021 through June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS/HS Contract Share		
	Direct / Incremental	Indirect / Fixed C.	Total	Direct / Incremental	Indirect / Fixed C.	Total	Direct / Incremental	Indirect / Fixed C.	Total
1. Total Salary/Wages	\$ 237,000.00	\$ 280.00	\$ 238,278.00	\$ 2,800.00	\$ 280.00	\$ 3,080.00	\$ 233,180.00		\$ 233,180.00
2. Employee Benefits	\$ 59,203.37		\$ 59,203.37				\$ 59,203.37		\$ 59,203.37
3. Consultants	\$ 3,708.81		\$ 3,708.81				\$ 3,708.81		\$ 3,708.81
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation	\$ 1,100.00		\$ 1,100.00				\$ 1,100.00		\$ 1,100.00
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office	\$ 3,500.00		\$ 3,500.00	\$ 1,000.00		\$ 1,000.00	\$ 2,500.00		\$ 2,500.00
6. Travel	\$ 15,000.00		\$ 15,000.00				\$ 15,000.00		\$ 15,000.00
7. Occupancy	\$ 7,000.00		\$ 7,000.00				\$ 7,000.00		\$ 7,000.00
8. Current Expenses									
Telephony	\$ 1,500.00		\$ 1,500.00				\$ 1,500.00		\$ 1,500.00
Postage	\$ 120.00		\$ 120.00				\$ 120.00		\$ 120.00
Subscriptions									
Audit and Legal	\$ 3,000.00		\$ 3,000.00				\$ 3,000.00		\$ 3,000.00
Insurance	\$ 1,600.00		\$ 1,600.00				\$ 1,600.00		\$ 1,600.00
Board Expenses									
9. Software									
10. Marketing/Communications	\$ 2,500.00		\$ 2,500.00	\$ 500.00		\$ 500.00	\$ 2,000.00		\$ 2,000.00
11. Staff Education and Training	\$ 4,788.50		\$ 4,788.50	\$ 1,288.50		\$ 1,288.50	\$ 3,500.00		\$ 3,500.00
12. Subscriptions/Agreements									
13. Other (specific details mandatory):									
FENH annual fee	\$ 50.00		\$ 50.00				\$ 50.00		\$ 50.00
Printing	\$ 450.00		\$ 450.00				\$ 450.00		\$ 450.00
Indirect / Admin Fee to FAC		\$ 33,582.82	\$ 33,582.82					\$ 33,582.82	\$ 33,582.82
TOTAL	\$ 341,518.84	\$ 33,872.82	\$ 375,391.66	\$ 8,448.50	\$ 280.00	\$ 8,728.50	\$ 338,921.12	\$ 33,582.82	\$ 372,503.94
Indirect As A Percent of Direct		9.9%							

Exhibit C-3, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name: The Family Resource Center Gorham

Budget Request for: Comprehensive Family Support Services (Benin)

Budget Period: July 1, 2022 - June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by OHS combined share		
	Direct / Incremental	Indirect / Fixed	Total	Direct / Incremental	Indirect / Fixed	Total	Direct / Incremental	Indirect / Fixed	Total
1. Total Salary/Wages	\$ 241,454.00	\$ 280.00	\$ 241,734.00	\$ 2,800.00	\$ 280.00	\$ 3,080.00	\$ 238,654.00		\$ 238,654.00
2. Employee Benefits	\$ 59,203.37		\$ 59,203.37				\$ 59,203.37		\$ 59,203.37
3. Consultants	\$ 1,708.61		\$ 1,708.61				\$ 1,708.61		\$ 1,708.61
4. Equipment									
Rental									
Repair and Maintenance									
Purchase/Depreciation	\$ 1,100.00		\$ 1,100.00				\$ 1,100.00		\$ 1,100.00
5. Supplies									
Educational									
Lab									
Pharmacy									
Medical									
Office	\$ 3,500.00		\$ 3,500.00	\$ 1,000.00		\$ 1,000.00	\$ 2,500.00		\$ 2,500.00
6. Travel	\$ 13,542.00		\$ 13,542.00				\$ 13,542.00		\$ 13,542.00
7. Occupancy	\$ 7,000.00		\$ 7,000.00				\$ 7,000.00		\$ 7,000.00
8. Current Expenses									
Telephone	\$ 1,500.00		\$ 1,500.00				\$ 1,500.00		\$ 1,500.00
Postage	\$ 120.00		\$ 120.00				\$ 120.00		\$ 120.00
Subscriptions									
Audit and Legal	\$ 3,000.00		\$ 3,000.00				\$ 3,000.00		\$ 3,000.00
Insurance	\$ 1,600.00		\$ 1,600.00				\$ 1,600.00		\$ 1,600.00
Board Expenses									
9. Software									
10. Marketing/Communications	\$ 2,500.00		\$ 2,500.00	\$ 500.00		\$ 500.00	\$ 2,000.00		\$ 2,000.00
11. Staff Education and Training	\$ 4,786.50		\$ 4,786.50	\$ 1,286.50		\$ 1,286.50	\$ 3,500.00		\$ 3,500.00
12. Subcontracts/Agreements									
13. Other (specific to NH's mandatory):									
FBI/ST annual fee	\$ 50.00		\$ 50.00				\$ 50.00		\$ 50.00
Printing	\$ 450.00		\$ 450.00				\$ 450.00		\$ 450.00
Indirect / Admin Fee to FRC		\$ 33,582.82	\$ 33,582.82					\$ 33,582.82	\$ 33,582.82
TOTAL	\$ 347,518.68	\$ 33,872.82	\$ 381,391.50	\$ 4,648.80	\$ 283.00	\$ 4,931.80	\$ 376,459.70	\$ 33,992.82	\$ 410,452.52
Indirect As A Percent of Direct		8.9%							

Contractor Initials PS

Date 10-24-20

Exhibit C-4, Budget Sheet

New Hampshire Department of Health and Human Services

Contractor name: The Family Resource Center Gorham

Budget Request for: Comprehensive Family Support Services (Berlin)

Budget Period: July 1, 2023 - June 30, 2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract funds		
	Direct (Incremental)	Indirect (Fixed)	Total	Direct (Incremental)	Indirect (Fixed)	Total	Direct (Incremental)	Indirect (Fixed)	Total
1. Total Salaries/Wages	\$ 241,584.00	\$ 280.00	\$ 241,864.00	\$ 2,600.00	\$ 280.00	\$ 2,880.00	\$ 238,784.00		\$ 238,784.00
2. Employee Benefits	\$ 59,203.37		\$ 59,203.37				\$ 59,203.37		\$ 59,203.37
3. Consultants	\$ 1,578.81		\$ 1,578.81				\$ 1,578.81		\$ 1,578.81
4. Equipment									
Rental									
Repair and Maintenance									
Purchase/Depreciation	\$ 1,100.00		\$ 1,100.00				\$ 1,100.00		\$ 1,100.00
5. Supplies									
Educational									
Lab									
Pharmacy									
Medical									
Office	\$ 3,500.00		\$ 3,500.00	\$ 1,000.00		\$ 1,000.00	\$ 2,500.00		\$ 2,500.00
6. Travel	\$ 13,542.00		\$ 13,542.00				\$ 13,542.00		\$ 13,542.00
7. Occupancy	\$ 7,000.00		\$ 7,000.00				\$ 7,000.00		\$ 7,000.00
8. Current Expenses									
Telephone	\$ 1,500.00		\$ 1,500.00				\$ 1,500.00		\$ 1,500.00
Postage	\$ 120.00		\$ 120.00				\$ 120.00		\$ 120.00
Subscriptions									
Audit and Legal	\$ 3,000.00		\$ 3,000.00				\$ 3,000.00		\$ 3,000.00
Insurance	\$ 1,600.00		\$ 1,600.00				\$ 1,600.00		\$ 1,600.00
Board Expenses									
Software									
10. Marketing/Communications	\$ 2,500.00		\$ 2,500.00	\$ 500.00		\$ 500.00	\$ 2,000.00		\$ 2,000.00
11. Staff Education and Training	\$ 4,788.50		\$ 4,788.50	\$ 1,288.50		\$ 1,288.50	\$ 3,500.00		\$ 3,500.00
12. Subcontracts/Agreements									
13. Other (specify details mandatory)									
FBI/BI annual fee	\$ 50.00		\$ 50.00				\$ 50.00		\$ 50.00
Printing	\$ 450.00		\$ 450.00				\$ 450.00		\$ 450.00
Indirect / Admin Fee to FRC		\$ 33,582.82	\$ 33,582.82					\$ 33,582.82	\$ 33,582.82
TOTAL	\$ 341,518.88	\$ 33,872.82	\$ 375,391.70	\$ 4,468.50	\$ 288.00	\$ 4,756.50	\$ 338,831.18	\$ 33,582.82	\$ 372,414.00
Indirect As A Percent of Direct			9.9%						

Contractor initials PS
 Date 6-24-20



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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.

Vendor Name: *The Family Resource Center
at Gorham*

6-24-20
Date

Patti Stolte
Name: *Patti Stolte*
Title: *Executive Director*



CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name: *The Family Resource Center
at Gorham*

6-24-20
Date

Patti Stolte
Name: *Patti Stolte*
Title: *Executive Director*

Vendor Initials *PK*
Date 6/24/20



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: *The Family Resource Center
at Gorham*

6-24-20
Date

Patti Stolte
Name: *Patti Stolte*
Title: *Executive Director*



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Vendor 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:

Vendor 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

Vendor Initials

PS

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: *The Family Resource Center
at Gorham*

6-24-20
Date

Patti Stolte
Name: *Patti Stolte*
Title: *Executive Director*

Exhibit G

Vendor Initials *PS*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor 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 Vendor 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.

Vendor Name: *The Family Resource Center
at Gorham*

6-24-20
Date

Patti Stolte
Name: *Patti Stolte*
Title: *Executive Director*



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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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6-24-20



Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

PS

Date

6-24-20



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
 The State
Christine Santaniello
 Signature of Authorized Representative
 Christine Santaniello
 Name of Authorized Representative
 Director, DEHS
 Title of Authorized Representative
 June 25, 2020
 Date

The Family Resource Center
 Name of the Contractor at Gorham
Patti Stolte
 Signature of Authorized Representative
 Patti Stolte
 Name of Authorized Representative
 Executive Director
 Title of Authorized Representative
 6-24-20
 Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: *The Family Resource Center
at Gorham*

6-24-20
Date

Patti Stotte
Name: *Patti Stotte*
Title: *Executive Director*



FORM A

As the Contractor Identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 019150817
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

PS

6-24-20



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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Exhibit K

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

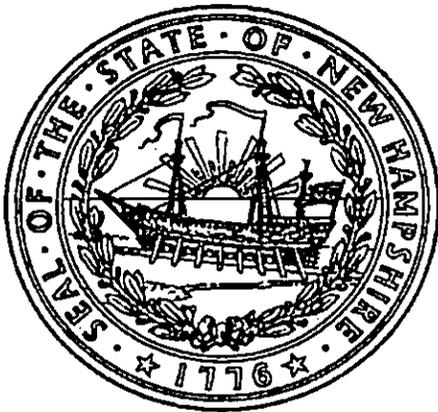
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE FAMILY RESOURCE CENTER AT GORHAM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 03, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 270161

Certificate Number: 0004916605



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner,
Secretary of State

CERTIFICATE OF AUTHORITY

I, Linda Lamirande, hereby certify that:

1. I am a duly elected Officer of The Family Resource Center at Gorham.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 17, 2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Patricia Stolte, Executive Director,

is duly authorized on behalf of The Family Resource Center at Gorham to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/24/20



Signature of Elected Officer

Name: Linda Lamirande

Title: President, Board of Directors

the family
resource center
at Gorham

MISSION:

**To build healthier families and stronger communities through
positive relations, programs and collaborations in the North
Country of New Hampshire**

Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

FOR THE YEARS ENDED JUNE 30, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORT

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

FAMILY RESOURCE CENTER AT GORHAM
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

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To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Family Resource Center at Gorham (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Family Resource Center at Gorham as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated October 4, 2019, on our consideration of Family Resource Center at Gorham's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Family Resource Center at Gorham's internal control over financial reporting and compliance.

*Leon, McDonnell & Roberts
Professional Association*

October 4, 2019
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF FINANCIAL POSITION
AS OF JUNE 30, 2019 AND 2018**

	<u>ASSETS</u>	
	<u>2019</u>	<u>2018</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 414,332	\$ 238,341
Certificates of deposit	81,893	80,127
Grants receivable	417,558	251,249
Prepaid expenses	<u>15,149</u>	<u>9,441</u>
Total current assets	<u>928,932</u>	<u>579,158</u>
PROPERTY		
Leasehold improvements	74,932	74,932
Furniture and equipment	<u>51,575</u>	<u>51,575</u>
Total	126,507	126,507
Less: accumulated depreciation	<u>(95,385)</u>	<u>(90,919)</u>
Property, net	<u>31,122</u>	<u>35,588</u>
OTHER ASSETS		
Investments	207,279	209,058
Agency deposits - cash	<u>22,240</u>	<u>22,226</u>
Total other assets	<u>229,519</u>	<u>231,284</u>
TOTAL ASSETS	<u>\$ 1,189,573</u>	<u>\$ 846,030</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Accounts payable	\$ 7,144	\$ 8,890
Accrued expenses	35,014	28,856
Agency deposits	22,240	22,226
Refundable advances	<u>9,649</u>	<u>14,799</u>
Total current liabilities	<u>74,047</u>	<u>74,771</u>
NET ASSETS		
Without donor restrictions	902,278	550,100
With donor restrictions	<u>213,248</u>	<u>221,159</u>
Total net assets	<u>1,115,526</u>	<u>771,259</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,189,573</u>	<u>\$ 846,030</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2019

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
REVENUE AND SUPPORT			
Grants	\$ 1,635,790	\$ -	\$ 1,635,790
Medicaid	574,200	-	574,200
Donations	60,168	-	60,168
Agency rents	36,602	-	36,602
Investment income	-	547	547
Other income	13,043	-	13,043
Interest income	2,406	-	2,406
Net unrealized investment loss	-	(4,780)	(4,780)
Net realized investment gain	-	1,322	1,322
Net assets released from restrictions	<u>5,000</u>	<u>(5,000)</u>	<u>-</u>
 Total revenues, support and net assets released from restrictions	 <u>2,327,209</u>	 <u>(7,911)</u>	 <u>2,319,298</u>
EXPENSES			
Program services	1,772,364	-	1,772,364
Management and general	<u>202,667</u>	<u>-</u>	<u>202,667</u>
 Total expenses	 <u>1,975,031</u>	 <u>-</u>	 <u>1,975,031</u>
 INCREASE (DECREASE) IN NET ASSETS	 352,178	 (7,911)	 344,267
 NET ASSETS, BEGINNING OF YEAR	 <u>550,100</u>	 <u>221,159</u>	 <u>771,259</u>
 NET ASSETS, END OF YEAR	 <u>\$ 902,278</u>	 <u>\$ 213,248</u>	 <u>\$ 1,115,526</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2018

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
REVENUE AND SUPPORT			
Grants	\$ 1,242,118	\$ -	\$ 1,242,118
Medicaid	172,738	-	172,738
Donations	39,023	5,000	44,023
Agency rents	37,205	-	37,205
Investment income	-	1,034	1,034
Other income	1,560	-	1,560
Interest income	370	-	370
Net unrealized investment loss	-	(7,607)	(7,607)
Net realized investment gain	-	11,475	11,475
	<u>1,493,014</u>	<u>9,902</u>	<u>1,502,916</u>
Total revenues and support			
	<u>1,493,014</u>	<u>9,902</u>	<u>1,502,916</u>
EXPENSES			
Program services	1,222,386	-	1,222,386
Management and general	156,483	-	156,483
	<u>1,378,869</u>	<u>-</u>	<u>1,378,869</u>
Total expenses			
	<u>1,378,869</u>	<u>-</u>	<u>1,378,869</u>
INCREASE IN NET ASSETS	114,145	9,902	124,047
NET ASSETS, BEGINNING OF YEAR	<u>435,955</u>	<u>211,257</u>	<u>647,212</u>
NET ASSETS, END OF YEAR	<u>\$ 550,100</u>	<u>\$ 221,159</u>	<u>\$ 771,259</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 344,267	\$ 124,047
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Unrealized loss on investments	4,780	7,607
Realized gains on investments	(1,322)	(11,475)
Depreciation	4,466	5,574
(Increase) decrease in assets:		
Grants receivable	(166,309)	(67,349)
Prepaid expenses	(5,708)	1,107
Increase (decrease) in liabilities:		
Accounts payable	(1,746)	(3,487)
Accrued expenses	6,158	(1,576)
Agency deposits	14	(3,357)
Refundable advances	(5,150)	(14,461)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>179,450</u>	<u>36,630</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from the sale of investments	390,324	55,979
Purchase of investments and certificates of deposit	(393,769)	(57,554)
NET CASH USED IN INVESTING ACTIVITIES	<u>(3,445)</u>	<u>(1,575)</u>
NET INCREASE IN CASH AND EQUIVALENTS	176,005	35,055
CASH AND EQUIVALENTS, BEGINNING OF YEAR	<u>260,567</u>	<u>225,512</u>
CASH AND EQUIVALENTS, END OF YEAR	<u>\$ 436,572</u>	<u>\$ 260,567</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019**

	<u>Program Services</u>	<u>Management and General</u>	<u>Total</u>
Personnel Costs			
Salaries and wages	\$ 1,121,186	\$ 136,380	\$ 1,257,566
Payroll taxes	79,700	11,909	91,609
Employee benefits	112,243	22,322	134,565
Travel	144,838	1,531	146,369
Program activities	86,905	1,125	88,030
Conferences and meetings	28,584	5,445	34,029
Contractors and consultants	29,997	1,663	31,660
Food and supplies	28,946	1,931	30,877
Heat and utilities	19,620	1,033	20,653
Telephone, internet, fax and cable	17,985	117	18,102
Rent	15,025	-	15,025
Accounting fees	12,003	2,154	14,157
Training	13,283	176	13,459
Maintenance, cleaning and inspections	9,714	2,429	12,143
Small equipment	11,486	470	11,956
Liability insurance	10,134	1,060	11,194
Technology	-	7,774	7,774
Advertising	7,404	204	7,608
Student transportation	7,560	-	7,560
Printing	6,567	283	6,850
Depreciation	3,573	893	4,466
Payroll processing service	-	2,896	2,896
Property insurance	995	405	1,400
Postage and shipping	742	158	900
Bank charges	-	309	309
Other	3,874	-	3,874
	<u>3,874</u>	<u>-</u>	<u>3,874</u>
Total	<u>\$ 1,772,364</u>	<u>\$ 202,667</u>	<u>\$ 1,975,031</u>

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018

	<u>Program</u> <u>Services</u>	<u>Management</u> <u>and</u> <u>General</u>	<u>Total</u>
Personnel Costs			
Salaries and wages	\$ 769,290	\$ 105,510	\$ 874,800
Payroll taxes	57,002	7,818	64,820
Employee benefits	96,469	12,161	108,630
Program activities	90,579	-	90,579
Travel	80,917	530	81,447
Food and supplies	19,748	793	20,541
Heat and utilities	18,039	949	18,988
Telephone, internet, fax and cable	12,014	2,288	14,302
Accounting fees	-	12,852	12,852
Contractors and consultants	10,550	1,449	11,999
Small equipment	10,027	925	10,952
Conferences and meetings	8,441	1,704	10,145
Liability insurance	9,578	-	9,578
Rent	8,166	-	8,166
Maintenance, cleaning and inspections	6,027	1,506	7,533
Depreciation	4,459	1,115	5,574
Printing	4,885	373	5,258
Student transportation	5,185	-	5,185
Advertising	3,071	1,468	4,539
Training	3,526	369	3,895
Technology	2,216	1,672	3,888
Payroll processing service	-	2,445	2,445
Property insurance	1,078	360	1,438
Postage and shipping	1,119	7	1,126
Bank charges	-	189	189
	<hr/>	<hr/>	<hr/>
Total	\$ 1,222,386	\$ 156,483	\$ 1,378,869

See Notes to Financial Statements

FAMILY RESOURCE CENTER AT GORHAM

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Family Resource Center at Gorham (the Resource Center) is a voluntary, not-for-profit corporation incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax exempt charitable and educational purposes. The principal activity of the Resource Center is to deliver programming that works to build healthier families and stronger communities. These programs remove obstacles to healthy family function and development, providing access to social and educational services to at-risk and underserved North Country populations. Primary programs include:

Home visiting programs that deliver evidence based early child development and parenting support curricula which empowers parents and gives them the motivations and skills to improve parenting and foster healthy family dynamics;

Afterschool programs that support the academic, social and emotional developmental needs of students in grades K-8;

An IRS sanctioned Volunteer Income Tax Assistance (VITA) program that provides free tax preparation services to community members in need maximizing income tax refunds;

A Substance Misuse program that utilizes peer support for recovery and family reunification.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements of the Resource Center have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Resource Center to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Resource Center. These net assets may be used at the discretion of the Resource Center's management and board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Resource Center or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all monies in banks and liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Investments

Investments are accounted for according to Accounting Standards Codification (ASC) 958-320 *Not For Profit Entities – Investments – Debt and Equity Securities*. Under ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are valued at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Fair values of investments are based on quoted prices in active markets for identical investments.

Property and Equipment

Property and equipment is recorded at cost if purchased and at fair value if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets as follows:

Furniture and equipment	5 - 15 years
Leasehold improvements	20 years

The Resource Center's policy is to capitalize all assets over \$2,500 with an expected life of one year or longer. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowance, and any gain or loss is recognized.

Contributions

Contributions received are recorded as increases in net assets without donor restrictions or net assets with donor restrictions depending on the existence and/or nature of any donor or time restrictions. A purpose restriction permits the Resource Center to use donated assets as specified for a particular purpose. Net assets restricted in perpetuity are those that are required to be permanently maintained, but income from such investments may be used for specified purposes. All donor restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction.

When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Contributed Services

From time to time, the Resource Center receives donated services in carrying out the mission and fundraising activities of the Resource Center. Such donations do not meet the criteria for recognition under ASC 958 and accordingly no amounts are reflected in the financial statements for those services.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of allocation</u>
Salaries and benefits	Time and effort
Occupancy	Square footage/revenues
Depreciation	Square footage
All other expenses	Direct assignment

Refundable Advances

The Resource Center records grant/contract revenue as a refundable advance until it is expended for the purpose of the grant/contract, at which time it is recognized as revenue.

Income Taxes

The Resource Center is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Resource Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

Management has evaluated the Resource Center's tax positions and concluded that the Resource Center has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Resource Center is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2015.

Leased Facilities

The Resource Center leases its current facility from the Town of Gorham. In lieu of rent, the Resource Center is responsible for the cost of repairs and maintenance, insurance, utilities and rubbish removal. The lease was for a 20 year period and expired on May 19, 2018. The lease continues under the same terms on a month to month basis.

The Resource Center in turn sublets space in the facility to other nonprofit and community agencies at an average rate of approximately \$10 - \$16 per square foot. All participating organizations must provide services to a client base that is at least 66% low and moderate income.

Grants Receivable

Grants receivable from various public and other nonprofit organizations at June 30, 2019 and 2018 were considered fully collectable and therefore no provisions for bad debts have been made in these financial statements.

Advertising

Advertising costs are expensed as incurred.

Reclassifications

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Fair Value of Financial Instruments

ASC Topic No. 820-10, *Fair Value Measurement*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market based measurement, not an entity specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820-10, the Resource Center may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, ASC Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At June 30, 2019 and 2018, the Resource Center's investments were all classified as Level 1 and were based on fair value.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2019 and 2018.

Mutual Funds: Valued at the net asset value (NAV) of shares held by the Resource Center at year end.

The preceding method may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Resource Center believes its valuation method is appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – *Presentation of Financial Statements of Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Resource Center has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

2. **AVAILABILITY AND LIQUIDITY**

The following represents the Resource Center's financial assets as of June 30, 2019 and 2018:

Financial assets at year-end:

	<u>2019</u>	<u>2018</u>
Cash and cash equivalents	\$ 414,332	\$ 238,341
Certificates of deposit	81,893	80,127
Grants receivable	417,558	251,249
Investments	207,279	209,058
Agency deposits - cash	<u>22,240</u>	<u>22,226</u>
Total financial assets	\$ 1,143,302	\$ 801,001
Less amounts not available to be used within one year:		
Net assets with donor restrictions	\$ 213,248	\$ 221,159
Less net assets with purpose and time restrictions to be met in less than a year	-	(5,000)
Amount board designated for long-term maintenance	21,654	19,244
Agency deposits - cash	<u>22,240</u>	<u>22,226</u>
Amounts not available within one year	<u>257,142</u>	<u>257,629</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 886,160</u>	<u>\$ 543,372</u>

The Resource Center's goal is generally to maintain financial assets to meet 90 days of operating expenses (approximately \$500,000). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

3. **INVESTMENTS**

Investments held in the form of mutual funds at Bank of America are stated at fair value. Realized gains and losses are determined on the specific identification method. Gains and losses (realized and unrealized) are reported in the statement of activities as increases or decreases to net assets without donor restrictions, except for those investments for which their use is restricted. Information on investments at June 30, 2019 and 2018 is presented as follows:

<u>Year</u>	<u>Investment</u>	<u>Cost</u>	<u>Market Value</u>	<u>Excess of Market Over Cost</u>	<u>Investment Income</u>
2019	Bank of America	\$197,027	\$207,279	\$10,252	\$4,721
2018	Bank of America	\$194,026	\$209,058	\$15,032	\$5,405

4. **AGENCY DEPOSITS**

The Resource Center served as a fiscal agent for the Androscoggin Valley Community Partners (formerly the Berlin Area Healthcare Consortium), a collaborative effort of area health and social services agencies intended to provide health related education, information and communications to the communities of Berlin and Gorham. The amounts held on behalf of the consortium as of June 30, 2019 and 2018 were \$22,240 and \$22,226, respectively. During August of 2019, the money was returned and the fiscal agent relationship ended.

5. **DEMAND NOTE PAYABLE**

In April 2013, the Resource Center entered into a revolving line of credit agreement with a bank. The revolving line of credit agreement provides for maximum borrowings up to \$75,000 and is collateralized by a certificate of deposit held at the same bank. The revolving line of credit and the certificate of deposit both renew every six months. At June 30, 2019 and 2018, the interest rate on the revolving line of credit was stated at the bank's prime rate of 5.20% and 3.20%, respectively. There were no balances outstanding as of June 30, 2019 and 2018.

6. **CONCENTRATION OF CREDIT RISK - CASH**

The Resource Center maintains cash balances that, at times, may exceed federally insured limits. The cash balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per bank at June 30, 2019 and 2018. The Resource Center has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. Cash balances in excess of FDIC insured limits amounted to \$211,709 at June 30, 2019. Cash balances did not exceed FDIC insured limits at June 30, 2018.

7. **NET ASSETS**

Net assets with donor restrictions were as follows for the years ended June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Time Restrictions:		
Contributions	\$ -	\$ 5,000
Restrictions in Perpetuity:		
Endowment	<u>213,248</u>	<u>216,159</u>
Total net assets with donor restrictions	<u>\$ 213,248</u>	<u>\$ 221,159</u>

Net assets without donor restrictions for the years ended June 30, 2019 and 2018 are as follows:

	<u>2019</u>	<u>2018</u>
Undesignated	\$ 880,624	\$ 530,856
Board designated	<u>21,654</u>	<u>19,244</u>
Total net assets without donor restrictions	<u>\$ 902,278</u>	<u>\$ 550,100</u>

Net assets released from donor restrictions are as follows:

	<u>2019</u>	<u>2018</u>
Satisfaction of Time Restrictions:		
Contributions	\$ <u>5,000</u>	\$ <u>-</u>
Total net assets released	\$ <u>5,000</u>	\$ <u>-</u>

8. NET ASSETS WITHOUT DONOR RESTRICTIONS – BOARD DESIGNATED

By vote of the Board of Directors, funds have been designated for long term building maintenance. Unrestricted net assets designated by the board was \$21,654 and \$19,244 at June 30, 2019 and 2018, respectively.

9. ENDOWMENT FUND

In 2007, the Resource Center established a permanent endowment fund for the organization with the intent of accumulating donations and interest earnings of one million dollars. Per the laws of the State of New Hampshire (RSA 292-B:4), 7% of the fair market value of the endowment fund, calculated on the basis of fair market value determined at least quarterly and averaged over a period of not less than three years may be appropriated for operating account expenditures. No distributions were taken during the years ended June 30, 2019 and 2018.

The Not-for-Profit Entities Topic of the FASB ASC (ASC 958-205 and subsections) intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Resource Center has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support to help build healthier families and stronger communities.

In recognition of the prudence required of fiduciaries, the Resource Center only invests the fund in cash and mutual funds. The Resource Center has taken a risk adverse approach to managing the endowment fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the endowment fund at any given time.

Fund activity for June 30, 2019 and 2018 was as follows:

	<u>Balances as of June 30, 2018</u>	<u>Activity for the Year Ended June 30, 2019</u>	<u>Balances as of June 30, 2019</u>
Permanent gifts	\$ 175,809	\$ -	\$ 175,809
Investment earnings	48,741	4,721	53,462
Realized gain	51,337	1,322	52,659
Transfer to unrestricted	(41,590)	-	(41,590)
Investment expense	(33,170)	(4,174)	(37,344)
Unrealized gain (loss)	<u>15,032</u>	<u>(4,780)</u>	<u>10,252</u>
	<u>\$ 216,159</u>	<u>\$ (2,911)</u>	<u>\$ 213,248</u>

	<u>Balances as of June 30, 2017</u>	<u>Activity for the Year Ended June 30, 2018</u>	<u>Balances as of June 30, 2018</u>
Permanent gifts	\$ 175,809	\$ -	\$ 175,809
Investment earnings	43,336	5,405	48,741
Realized gain	39,862	11,475	51,337
Transfer to unrestricted	(41,590)	-	(41,590)
Investment expense	(28,799)	(4,371)	(33,170)
Unrealized gain (loss)	<u>22,639</u>	<u>(7,607)</u>	<u>15,032</u>
	<u>\$ 211,257</u>	<u>\$ 4,902</u>	<u>\$ 216,159</u>

10. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 4, 2019, the date the June 30, 2019 financial statements were available for issuance.

FAMILY RESOURCE CENTER AT GORHAM

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2019**

<u>FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/ PROGRAM TITLE</u>	<u>FEDERAL CFDA NUMBER</u>	<u>PASS THROUGH GRANTOR NUMBER</u>	<u>FEDERAL EXPENDITURES</u>
<u>U.S. DEPT. OF HEALTH AND HUMAN SERVICES</u>			
Passed through State of New Hampshire			
Department of Health and Human Services, Office of Human Services, Division of Children, Youth and Families			
Stephanie Tubbs Jones Child Welfare Services Program	93.645	42106802	\$ 8,979
Promoting Safe and Stable Families	93.556	42107306	41,306
Social Services Block Grant	93.667	42106603	154,881
TANF CLUSTER			
Temporary Assistance for Needy Families	93.558	45030206	72,839
Temporary Assistance for Needy Families	93.558	45030353	131,439
			<u>204,278</u>
Maternal & Child Health Services Block Grant for States	93.994	90004009	11,025
MATERNAL, INFANT AND EARLY CHILDHOOD HOME VISITING CLUSTER			
Maternal, Infant and Early Childhood Home Visiting Program	93.870	05-95-90-902010-5896	146,901
Maternal, Infant and Early Childhood Home Visiting Program	93.870	05-95-90-902010-5896	176,092
			<u>322,993</u>
Division of Behavioral Health, Bureau of Drug and Alcohol Services			
Opioid STR	93.788	05-95-92-920510-7040	195,743
Opioid STR	93.788	05-95-92-920510-2559	132,686
			<u>328,429</u>
Passed through Easter Seals			
MEDICAID CLUSTER			
Medical Assistance Program	93.778	None	300
Total U.S. Department of Health and Human Services			<u>\$ 1,072,191</u>
<u>U.S. DEPARTMENT OF EDUCATION</u>			
Passed through State of New Hampshire Department of Education			
Twenty-First Century Community Learning Centers	84.287	20190037	\$ 141,895
Twenty-First Century Community Learning Centers	84.287	20190011	186,031
Total U.S. Department of Education			<u>\$ 327,926</u>
Total expenditures of federal awards			<u>\$ 1,400,117</u>

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Family Resource Center at Gorham under programs of the federal government for the year ended June 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Family Resource Center at Gorham, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Family Resource Center.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, where in certain types of expenditures are not allowable or are limited to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE C - INDIRECT COST RATE

Family Resource Center at Gorham has elected to use the 10-percent de minimis indirect cost rate allowed under Uniform Guidance. Note, based upon US Department of Education regulations, the State of New Hampshire has limited the indirect cost rate of the Twenty-first Century Community Learning Centers program to 4.4%.

FAMILY RESOURCE CENTER AT GORHAM

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Family Resource Center at Gorham (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities, cash flows and functional expenses for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated October 4, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Family Resource Center at Gorham's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Family Resource Center at Gorham's internal control. Accordingly, we do not express an opinion on the effectiveness of Family Resource Center at Gorham's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did

not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Family Resource Center at Gorham's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Leone, McDonnell & Roberts,
Professional Association*

October 4, 2019
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY UNIFORM GUIDANCE**

To the Board of Directors
Family Resource Center at Gorham
Gorham, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Family Resource Center at Gorham's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Family Resource Center at Gorham's major federal programs for the year ended June 30, 2019. Family Resource Center at Gorham's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Family Resource Center at Gorham's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Family Resource Center at Gorham's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Family Resource Center at Gorham's compliance.

Opinion on Each Major Federal Program

In our opinion, Family Resource Center at Gorham complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Report on Internal Control Over Compliance

Management of Family Resource Center at Gorham is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Family Resource Center at Gorham's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Family Resource Center at Gorham's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Leone, McDonnell & Roberts,
Professional Association*

October 4, 2019
North Conway, New Hampshire

FAMILY RESOURCE CENTER AT GORHAM

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2019**

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Family Resource Center at Gorham.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Family Resource Center at Gorham, which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Family Resource Center at Gorham expresses an unmodified opinion on all major federal programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR 200.516(a).
7. The programs tested as major programs were: U.S. Department of Education; Twenty-First Century Community Learning Centers, CFDA – 84.287, U.S. Department of Health and Human Services, Maternal, Infant and Early Childhood Home Visiting Grant, CFDA – 93.870
8. The threshold for distinguishing between Type A and B programs was \$750,000.
9. Family Resource Center at Gorham was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

C. FINDINGS AND QUESTIONED COSTS—MAJOR FEDERAL AWARD PROGRAM AUDIT

None

the family resource center

123 Main Street Gorham, NH 03581 603-466-5190
Offices in Berlin, Colebrook, Lancaster & Littleton ~ www.frc123.org

The Family Resource Center at Gorham 2019-20 BOARD OF DIRECTORS

Linda Lamirande, President
Accountant/VITA Volunteer

Cathy Conway
Engineer/Horizon's

[REDACTED]
llamirande@gmail.com

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Les Glover
NH-DES Center Coordinator

Bridget Laflamme
Social Worker, Coos County Family Health

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Retired Executive

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Consumer

Gretchen Taillon
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Jen Buteau

- Motivated, dependable, and committed employee
- Strong and proven training and interpersonal skills
- Ability to lead and motivate team members
- Expert advocacy, communication and case planning skills
- Successful leadership and managerial experiences
- Proficient computer skills including MS Word, Excel, PowerPoint and Outlook
- Grant writing, reporting, Opinion-Editorial pieces and press releases
- Ability to multi-task, be versatile and deal with crisis situations while maintaining excellent time-management skills and professionalism
- Adhere to budgets; analyze and incorporate ways to decrease expenses and increase revenue
- Sensitivity to and clinical experience with people struggling with addiction, mental health issues, poverty, diversity, cognitive impairments, or otherwise marginalized individuals
- In-depth knowledge and clinical use of Motivational Interviewing & Dialectical Behavior Therapy

○ Professional Experience

September 2015 – present The Family Resource Center Director of Family Support Programs

- Responsible for the overall management of multiple programs for children and families at non-profit agency covering northern New Hampshire

March 2013 – September 2015 CASA of NH Training & Recruitment Coordinator

- Spread increased awareness about CASA of NH and recruiting more quality volunteers to advocate for children who have been abused / neglected

May 2012 – March 2013 Tri-County Cap, Berlin, NH Employment Specialist

- Coordinated meaningful work experiences through creating and matching volunteer opportunities to individuals receiving welfare in an effort to increase their likelihood of acquiring gainful employment and provided job coaching and reinforcement to clients

2005– 2012 Northern Human Services, Berlin, NH Case Manager

- Through community based services, assisted people with a major mental illness manage their social, emotional, housing, financial, legal, vocational and medical needs through assessment, coordinating services, advocacy, crisis intervention, referrals, service monitoring and outreach
- Facilitated evidence based practice group, "Illness, Management and Recovery." This site was awarded highest fidelity in state with this pilot group
- Carried a niche caseload of clients who historically were unsuccessful of engaging in traditional treatment by effectively employing interventions based on evidence based practices specific to the individuals

**2000 – 2005 The Wentworth, Jackson, NH Director of Sales, 2002 – 2005
Dining Room Manager, 2000 -2002**

- Oversaw the execution of successful, quality events by effective coordination and supervision of multiple departments. Developed marketing strategies to brand hotel as an elegant country inn and premiere venue for luxurious weddings and upscale corporate retreats
- Hired, trained and managed all dining room, event and bar staff. Developed and implemented appropriate training procedures to acquire and maintain prestigious four diamond status restaurant

1998 – 2000

Center of Hope, Conway, NH

Support Facilitator II

- Mentored direct care staff, handled crisis situations and trained, supervised and supported staff in a residential behavioral unit
- Created schedules, assisted in developing and implementing behavior change plans, was responsible for accounts payable and receivable, invoices and purchasing
- Interfaced with community agencies and individuals on behalf of clients

○ Education

B.A., Psychology, Rivier College, Nashua, NH, 03060

Seminars: Motivational Interviewing

Dialectical Behavior Therapy

Supported Employment

Assertive Community Treatment

Illness Management and Recovery

Treatment of Co-Occurring Disorders

○ Community Involvement

2014 Co-recipient of the Gus Rooney Award

Therapeutic foster care provider

Blogger for Stay, Work, Play N.H.

Outreach volunteer for Believe in Books

Soccer coach for North Country Soccer League

Former Berlin Planning Board Member

Coach / coordinator for Young Athlete Program

Former Berlin City Councilor

Jen Buteau • 275 Willard Street, Berlin, NH 03570 • 603.748.3676

Lucie A Remillard RESUME

Summary of Qualifications

Highly skilled and dedicated professional offering a 20-year background in office management, sales, outreach, marketing, new business and account management. A community outreach coordinator, networking in communities and chamber of commerce throughout New Hampshire.

Areas of Experience

Community Outreach, Contract Negotiations, Office Operations, Office Management
Sales & Marketing Contract/Pricing Client Communication
Staff & Team Leadership Financial Reports Strategic Planning
Property Management Negotiation Recruit & Support

Work Experience

Family Resource Center – Gorham, NH

January, 2020 to Present

Administration Manager – Involved in office operations, policy & certificate review for compliance, renewal and audits. Work with ED, bid preparation, and purchasing. Responsible for facilities & satellite site management, supervising maintenance personnel & building repairs. Manage multiple projects and agency operations as needed.

CASA of NH – Manchester, NH

May, 2016 to November, 2019

North Country Community Outreach Coordinator – the Outreach Coordinator is responsible for outreach, recruitment, and building relationships with volunteers & community groups in Coos, Grafton & Belknap counties. This includes group presentations, advocate interviews, chamber of commerce, city & town involvement. Outreach Coordinator is building partnerships and maintaining interaction with community stakeholders and residents; distributing outreach and marketing materials; attending community and city-wide meetings, and representing CASA of NH as essential to promote awareness. Also included are daily follow-up on the CASA's administrative tasks, volunteer inquires, and to secure training locations.

Provider Financial – ENH Power, Auburn, ME

September 9, 2013 – December 31, 2015

Community Outreach Worker – Building relationships in New Hampshire that would increase residential and commercial accounts. Identify non-profit agencies for a community partner program to raise funding and financial contribution; volunteer and remain active in several NH Chamber of Commerce; communicate and promote company enrollment; attend home, industry, business & trade shows throughout New Hampshire, Maine & Mass; educate yet promote company awareness and benefits; maintain strong community relationships with area business owners, political representatives and non-profit agencies.

Lucie A Remillard RESUME – p2

Re/Max Northern Edge / Gallus & Green Realtors, Berlin, NH

License Real Estate Broker with New Hampshire since 1997

Realtor – Broker Associate; G & G – Office Manager

List, market, manage and sell residential & commercial real estate in Northern New Hampshire. Work closely with clients, brokers, title companies, attorneys, mortgage agents to secure contracts and transfer of properties. Recognized as a competitive industry leader within a highly volatile market, I generated over \$200K in sales commission and achieved “high seller” status for several consecutive years. Maintain a solid network of business, industry and community contacts. Design, market, and advertise promotional flyers, mailers and letters targeting prospective clients. Recruited and trained office staff and real estate sales agents.

Home Sweet Apartments & Realty, Berlin, NH

1990 – 2003 (Owner/Broker – sold business in 2003)

Property Manager & Real Estate Sales Broker – Property management firm specializing in sales and rental. Business grew from 4 units to over 600 rental management units within 3 years. Recruited and supervised a professional staff of ten employees and numerous sub-contractors. Directed rental operations which included tenant screening, contract negotiations, rent collections, advertising, and general property maintenance. Maintained business accounting for each property, complete operating statements, cash journals, income and expense reports, secure competitive insurance rates and ensure all properties met or exceeded state, local and federal housing codes.

Education, Licensure & Board Member

Springfield College – St. Johnsbury, Vt – Human Services – Completion IP of Bachelor’s Degree

Granite State College – Human Services

Licensed Real Estate Broker

NH Board of Realtors

NH Landlord Association

Councilor – City of Berlin

Board Member – Planning Board – Accounts & Claims – Traffic & Safety - Budget

RESUME

NAOMI LEVESQUE

EDUCATION

B.S. Environmental Science and Wildlife Studies, Graduated June 2012
Granite State College, Berlin, NH
GPA 3.91/4.0 summa cum laude

EMPLOYMENT

THE FAMILY RESOURCE CENTER

Organization Manager – HR/IT/Staff Support 05/2019 – present
Assistant Program Director 02/2016 – 05/2019
Site Director 09/2014 - 02/2016
Interim Program Director 11/2013 – 09/2014
Site Director 09/2009 – 11/2013
Group Leader and Administrative Assistant 11/2005 – 09/2009

The Family Resource Center- Project Youth, Gorham, NH

- Human Resources and Information Technology
 - Coordinate onboarding and completion of all paperwork; manage employee files
 - Ensure Federal and State HR compliance; address employee HR matters
 - Assist with FRC employee policy updates and adherence
 - Configure and issue all employee technology
 - Research, procure and launch new technology; ensure security compliance
 - Manage Google Suite, primary website and phone system portal
 - Record Board Meeting minutes, manage room bookings, answer phones, greet clients, supervise special projects staff
- Leadership of the Project Youth Afterschool and Summer Programs
 - Programs hosted in five schools serving @180 students in grades K-8
 - Provide quality, hands-on staff development and support for @25 staff
 - Knowledge of and compliance with NH DHHS Childcare Licensing Standards
 - Manage budgets
 - Strengthen and expand community partnerships and relationships
 - Maintain database
 - Surveys and data collection, tabulation and analysis -
 - Direct leadership of K-2 elementary and middle school grades 6-8 programs
 - Delivering services to 35-55 students including homework help
 - Training staff to create and implement scaffolded lesson plans linking to NH Common Core Standards
 - Lead health and nutrition, environmental science and STEM curriculums
 - Monthly activity calendars and newsletters, pamphlets, permission forms
 - Preparation of daily USDA approved snack menus and serving
 - Event planning and implementation; fundraising
 - Partnership development with local companies and organizations
 - Coordinate with Site Directors and school day staff for consistent practices
 - Prepare and facilitate age appropriate enrichment curriculum/activities for staff and grades K-8 students
- Interim Director duties not listed above
 - Management of funding from Federal, State, local and small grants
 - Co-write two NH 21 CCLC grants and fulfillment of the terms there-in
 - Completion of required annual reports in relation to funding and program goals
 - Projecting and balancing budgets
 - Performing background checks and employee hiring forms
- Administrative Assistant duties not listed above
 - Creation of client accounts in QuickBooks; billing/payments
 - Conversion to new billing management database

- NH DHHS Child Care Web Billing
- Managing files, answering phones, verbal and written communication, registration forms and document creation with Microsoft Office Programs, press releases; support for Program Director, Site Directors and Group Leaders

**CREDENTIALS/
CERTIFICATIONS**

- ◆ NH DHHS Afterschool Professional Development Credential- Afterschool Direct Service Level 6
- ◆ First Aid/CPR/AED- June 18, 2019 (expires 06/2021)
- ◆ NH 4-H Shooting Sports Leader Class II Archery Instructor- May 22, 2011-present
- ◆ Project WILD and WET/WILD Aquatic Instructor since 2010 (updated May 2016)
- ◆ Stream Safari Instructor since May 2016
- ◆ New Hampshire Coverts Cooperator since 2012
- ◆ Project Learning Tree Instructor since 2009
- ◆ Courage to Care Instructor- December 14, 2011-2019
- ◆ Leadership North Country alumni- 2010-2011

**VOLUNTEER
EXPERIENCE**

- ◆ **City of Berlin Planning Board Member** 2016-present
 - Review and understand materials
 - Communicate professionally with Board Members and members of the public
 - Utilize connections to facilitate student presentations on local matters
- ◆ **Ammonoosuc Chapter of NH Audubon Board member and Secretary** 2011-present
 - Mailing list maintenance and management of bulk mailings
 - Communication with the public
 - Record meeting minutes, prepare annual report and present to the public
 - Co-leader of family friendly bird walks
- ◆ **NH Volunteer River Assessment Program participant** 2012-2019
 - Ability to follow specific protocols and accurate completion of paperwork
- ◆ **Committee member and Secretary for The Medallion Opera House** 2011-2016
 - Recorded meeting minutes and prepared documents for the committee
 - Assisted with event planning and implementation
- ◆ **Loki Clan Wolf Refuge in Chatum, NH** 2005-2013
 - Monthly newsletters, coordination with printer, bulk mailings
 - Some website management and associated coding
- ◆ **Lake Umbagog Wildlife Refuge in Errol, NH** 2007-2009
 - Database cataloging of office resource materials, pamphlet updates, greeting patrons

SKILLS

- | | |
|---|--------------------------|
| ◆ Office Management | ◆ Public Speaking |
| ◆ Microsoft Office Excel, Word, Publisher, PowerPoint | ◆ Fundraising |
| ◆ Collaboration and Communication | ◆ Confidentiality |
| ◆ Community Involvement | ◆ Leadership |
| ◆ Leadership | ◆ Research |
| ◆ Budget Management | ◆ Strategizing |
| ◆ Grant Writing | ◆ Taking Initiative |
| ◆ Education | ◆ Self-driven to Succeed |
| ◆ Event Planning | |

PATRICIA STOLTE

PROFESSIONAL SKILLS

ADMINISTRATIVE

Over thirty-five years' experience in positions requiring administrative responsibility and problem solving abilities including; nonprofit agencies, marketing departments and human service programs:

- Knowledge of all aspects of operational, financial and compliance for non-profit and for-profit businesses
- Responsible for managing resources, developing annual budgets, monitoring and managing budgets and overseeing contracts and compliance with DHHS.
- Supervision and leadership for multiple non-profit programs with 50+ staff members
- Program design and implementation
- Development; grant writing, annual appeals and donor program implementation
- Human Resources creating policies & procedures, job descriptions, orientation and training for several agencies
- Initiated Strategic Planning process and Board Development within agencies
- Agency delegate for several state conferences, involved in coordination of all aspects of annual events, fundraising projects and marketing campaigns
- Facility and building management for several site locations
- Volunteer management, recruitment and recognition

FISCAL MANAGEMENT

- Managing agency budget of \$2+million with multiple program budgets
- Budget management of 3 programs with reporting to Board of Directors and agency CEO overseeing \$1.3million budget
- Budget management of advertising campaigns from \$500k to \$6 million for businesses
- Proposals for funding to state, federal and local governments for annual contracts
- Fiscal management of annual grants from NH Charitable Trust and other foundations.

SKILLS:

- Work collaboratively with board members, staff and colleagues
- Create partnerships within the community to combine and extend resources
- Possess solid presentation, communication and organizational skills
- Knowledge of Microsoft Office, graphics programs and social media

PROFESSIONAL EXPERIENCE:

The Family Resource Center,
Gorham NH - Executive Director

August 2015 to present

Tri-County Community Action Programs, Inc., Berlin, NH –
ServiceLink Resource Center Director - 2004 to 2006
TCCAP Division Director - 2006 to 2015

August 2004 to August 2015

Mountain View Grand Resort
Whitefield, NH Public Relations Director

January 2003 to July 2004

Berlin Main Street Program
Berlin, NH Executive Director

November 1997 to January 2003

Zale Corporation/Karten's
Dallas/New-Bedford, MA - Marketing Manager
1991 to 1997

Pierce-Cote Advertising Agency
Osterville, MA – PR & Media Manager
1989 to 1991

Shreve, Crump & Low,
Boston - Marketing Director - 1984 to 1989

Wolfe Publishing, Pittsford NY - Advertising Sales Representative - 1984

EDUCATION & TRAINING

State University of New York at Fredonia, BA in Mass Communications & Business
Monroe Community College, Rochester, New York, Associates in Business Administration
Brighton High School, Rochester, New York

VOLUNTEER ENGAGEMENT – PAST & PRESENT

- Involved on area non-profit boards, community groups and projects with organizations such as Coos Country Health Services, Androscoggin Valley Home Care, AV Economic Recovery Committee, Head Start Board of Advisors, The Main Street Program and Androscoggin Valley Hospital Wellness Committee
- Member of NH Wellness & Prevention Council, Leadership NH North Country, Statewide Coalition of Aging Services, the Planning Committee for NH State Conference on Aging, the Coos County Coalition for Families & Children, The Endowment for Health Planning Committee and the Androscoggin Valley Community Partners

RESUME Ron Fini

WORK HISTORY

1999-present Finance Manager, The Family Resource Center at Gorham.
2014-2019 Computer Support Educator, Hillside Elementary School
2013-2013 Staff Accountant at Androscoggin Valley Hospital
2010-2016 Software Systems Educator, Androscoggin Valley Hospital
2008-2014 Volunteer at the Androscoggin Valley Hospital
1980-2008 Business Technology/Education *Department, Chairperson*
1975-2008 Self-employed *Disc Jockey* for Rockin' Ron's Music
1980-1983 *G.E.D. Instructor*, General Adult Education, Berlin
1971-1975 Manpower, *Adult Job Training Instructor*, Berlin

EDUCATION

1965-1967 *Northampton Commercial College*; Northampton, Massachusetts; Majored in Accounting/Business Management; Diploma
1967-1969 *Western Kentucky University*; Bowling Green, Kentucky; Majored in Accounting, Business Administration, Business Education; BS. Minor in Economics.
1969-Present Various *Professional Development* courses, and other activities.

COMMUNITY ACTIVITIES

- Server on the Gorham (GRS) School Board.
- Established and manage the Rotating Arts Program at the Androscoggin Valley Hospital.
- Role in organizing the Androscoggin Valley Hospital Recycling Program.
- A volunteer at the Androscoggin Valley Hospital.
- Volunteer for a variety of charitable organizations, community projects, and people/families in need. *Holy Family Church*: Past member of Finance Committee (4 years), Parish Council (3 years) and member or chair of many fund raising committees.
- *Gorham Knight of Columbus*: Active member for over 25 years
- *Big Brother/Big Sister*

COMPUTER SKILLS

- Have been giving instruction on computers and computer software since 1980.
- Have knowledge on the following software application: Sage Accounting (Once known as Peachtree Accounting), Various Windows applications (including XP, Vista, Windows 7, Windows 10), Quicken, Microsoft Word (all versions), Microsoft Publisher (all versions), Microsoft Access Power Point, Google Docs-Sheets-Slide, and many other application/utilities software packages.

AWARDS RECEIVED

- *Volunteer of the Year* from the Androscoggin Valley Hospital
- *Knight of the Year* from the local Gorham council.
- First place in state *Council Bulletin Competition*.

PROFESSIONAL ASSOCIATION

- Gorham Teachers' Association, past Vice-President 1970, member from 1969 to June 2008.
- National Education Association, life member from 1969.

REFERENCES: *Upon Request*

The Family Resource Center at Gorham

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Patricia Stolte	Executive Director*	\$72,000	0	0
Ron Fini	Finance Manager*	\$40,000	0	0
Naomi Levesque	HR/IT Manager*	\$34,760	0	0
Lucie Remillard	Office Manager*	\$36,000	0	0
Jen Buteau	FS Program Director	\$61,880	24%	\$14,850

*10% indirect helps fund administrative staff salaries