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Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

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April 10, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option and amend existing contracts with the two (2) vendors identified in the table below for continued provision of the Personal Responsibility Education Program (PREP) by increasing the total price limitation by \$624,000 from \$624,000 to an amount not to exceed \$1,248,000 and extending the contract completion dates from June 30, 2019 to June 30, 2022, effective upon approval from the Governor and Executive Council. 100% Federal Funds.

The original agreements were approved by the Governor and Executive Council on June 29, 2016 (Item # 33).

Vendor	Vendor Number	Vendor Address	Current Budget	Increased/Decreased Amount	Revised Modified Budget
Manchester Community Health Center	157274-B001	City of Manchester	\$390,000	\$390,000	\$780,000
TLC Family Resource Center	170625-B001	Sullivan County	\$234,000	\$234,000	\$468,000
<b>Totals</b>			<b>\$624,000</b>	<b>\$624,000</b>	<b>\$1,248,000</b>

Funds are anticipated to be available in the following account for State Fiscal Year (SFY) 2020, SFY 2021, and SFY 2022 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**SEE ATTACHED FISCAL DETAILS**

**EXPLANATION**

The purpose of this request is to update and continue the delivery of the Personal Responsibility Education Program (PREP), an evidence-based program that educates adolescents and young adults on abstinence and contraception with the goal of preventing pregnancy and sexually transmitted infections. The PREP program includes evidence-based personal responsibility curricula for the prevention of pregnancy and sexually transmitted infections, including human immunodeficiency virus (HIV) and acquired immunodeficiency syndrome (AIDS). The program focuses on providing adult skill preparation programs for adolescents, and pregnant or parenting young adults up to 21 years old in the City of Manchester and in Sullivan County.

The Department is committed to assisting young people to avoid teen pregnancy and sexually transmitted infections by supporting programs that promote healthy and essential life skills. The goal of

these agreements is to decrease teen birth rates, pregnancies and sexually transmitted infections in areas of the state with demonstrated need.

The City of Manchester and Sullivan County were selected to implement PREP services due to the significantly higher teenage birth rates within those communities. The most recent Youth Risk Behavior Survey (YRBS 2017) provides a snapshot of current sexual health behaviors among high school students in New Hampshire with significantly higher teenage birth rates within the city of Manchester and in Sullivan County.

1. Currently, within the City of Manchester, 60% of high school students in twelfth grade are sexually active, yet only 32% of all students report using a condom during the most recent sexual encounter. Only 9.1 % of all high school students rely on oral contraceptive pills to prevent pregnancy, however, 20% of twelfth graders have reported that they do use contraceptive pills. Among sexually active students, 8.1% reported using alcohol and/or drugs before their most recent sexual intercourse. Among female twelfth graders, 7% report that they were physically forced to have sexual intercourse at least once.
2. Results in Sullivan County vary slightly from Manchester. Among high school students in twelfth grade, 67% are sexually active, with 33% of individuals using a condom during their most recent intercourse. Among girls in the twelfth grade, 21% use oral contraception, and 17% report that they were physically forced to have sexual intercourse at least once.

The PREP program assists in preventing unintended teenage pregnancy, including subsequent pregnancies among those who have already become parents, by providing tools to assist teens who are struggling to develop a healthy foundation for adult life. Through strategies that include evidence-based pregnancy prevention curricula, abstinence education, access to confidential reproductive health care, and home visitation for pregnant and parenting teens, supports are available to help adolescents and young adults make healthy decisions around their sexual health.

This request, if approved, will allow the Department to continue to provide services to two-hundred (200) teens and young adults annually through SFY 2022.

As referenced in Exhibit C-1 of each contract, the Department may extend contract services for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Department is requesting to exercise a three (3) year renewal option for each of the two (2) contracts.

The Contractor has successfully fulfilled and achieved the performance measures in the original contract. The following performance measures are used to measure the effectiveness of the agreements:

- Increasing the understanding of the benefits of delaying sexual activity and/or the intention to remain abstinent.
- Increasing the understanding of contraceptives, and how to access contraception, for teens who choose to remain sexually active.
- Increasing the understanding of how their values, beliefs and attitudes impact their sexual health, and their lives overall.
- Increasing the understanding of skills to reduce sexual risk-taking.
- Improving communication with parents, sexual partners, and health care providers.

Notwithstanding any other provision of the contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the State Legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

Should Governor and Executive Council not authorize this request, teen births in the City of

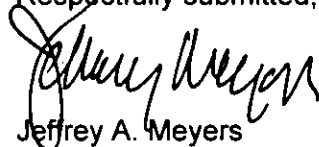
Manchester, and in Sullivan County, may increase, which may cause New Hampshire to face increased long-term costs associated with health care and social services due to unintended pregnancies. Sexually transmitted diseases, and the associated adverse health outcomes, may continue to increase among teens and young adults who live in City of Manchester or Sullivan County.

Area served: The city of Manchester, lower Grafton County and Sullivan County.

Source of Funds: 100% Federal Funds from US Department of Health and Human Services, Administration on Children, Youth and Families, Personal Responsibility Education Program.

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner

**Financial Detail**

**NH DHHS Personal Responsibility Education Program (PREP)**

**05-95-90-902010-18440000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH & COMMUNITY SERVCIES, FED NH PREP GRANT  
CFDA#93.092**

**FEDERAL FUNDER: US DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON CHILDREN,  
YOUTH AND FAMILIES, PERSONAL RESPONSIBILITY EDUCATION PROGRAM  
100% FEDERAL FUNDS  
FAIN#1801NHPREP**

**Manchester Community Health Center**

<b>State Fiscal Year</b>	<b>Class/Account</b>	<b>Class Title</b>	<b>Job Number</b>	<b>Current Modified Budget</b>	<b>Increase (Decrease)</b>	<b>Revised Budget Amount</b>
2017	102-500731	Contracts for Program Svcs	90018440	\$130,000.00	\$0.00	\$130,000.00
2018	102-500731	Contracts for Program Svcs	90018440	\$130,000.00	\$0.00	\$130,000.00
2019	102-500731	Contracts for Program Svcs	90018440	\$130,000.00	\$0.00	\$130,000.00
2020	102-500731	Contracts for Program Svcs	90018440	\$0.00	\$130,000.00	\$130,000.00
2021	102-500731	Contracts for Program Svcs	90018440	\$0.00	\$130,000.00	\$130,000.00
2022	102-500731	Contracts for Program Svcs	90018440	\$0.00	\$130,000.00	\$130,000.00
<b>SUBTOTAL:</b>				<b>\$390,000.00</b>	<b>\$390,000.00</b>	<b>\$780,000.00</b>

**TLC Family Resource Center**

<b>State Fiscal Year</b>	<b>Class/Account</b>	<b>Class Title</b>	<b>Job Number</b>	<b>Current Modified Budget</b>	<b>Increase (Decrease)</b>	<b>Revised Budget Amount</b>
2017	102-500731	Contracts for Program Svcs	90018440	\$78,000.00	\$0.00	\$78,000.00
2018	102-500731	Contracts for Program Svcs	90018440	\$78,000.00	\$0.00	\$78,000.00
2019	102-500731	Contracts for Program Svcs	90018440	\$78,000.00	\$0.00	\$78,000.00
2020	102-500731	Contracts for Program Svcs	90018440	\$0.00	\$78,000.00	\$78,000.00
2021	102-500731	Contracts for Program Svcs	90018440	\$0.00	\$78,000.00	\$78,000.00
2022	102-500731	Contracts for Program Svcs	90018440	\$0.00	\$78,000.00	\$78,000.00
<b>SUBTOTAL:</b>				<b>\$234,000.00</b>	<b>\$234,000.00</b>	<b>\$468,000.00</b>
<b>TOTAL:</b>				<b>\$624,000.00</b>	<b>\$624,000.00</b>	<b>\$1,248,000.00</b>



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Personal Responsibility Education Program (PREP) – Sullivan County  
Contract**

This 1<sup>st</sup> Amendment to the Personal Responsibility Education Program (PREP) – Sullivan County contract (hereinafter referred to as "Amendment #1") dated this 21<sup>st</sup> day of February, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and TLC Family Resource Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 109 Pleasant Street POB 1098, Claremont, NH 03743.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016, (Item # 33), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$468,000.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Exhibit A in its entirety and replace with Exhibit A Amendment #1.
6. Delete Exhibit B in its entirety and replace with Exhibit B Amendment #1.
7. Add Exhibit B-1 Amendment #1, SFY 2020 Budget.
8. Add Exhibit B-2 Amendment #1, SFY 2021 Budget.
9. Add Exhibit B-3 Amendment #1, SFY 2022 Budget.
10. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services  
Personal Responsibility Education Program (PREP) – Sullivan County

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

State of New Hampshire  
Department of Health and Human Services

4/8/19  
Date

*Lisa M. Morris*  
Lisa M. Morris  
Director

TLC Family Resource Center

3/5/19  
Date

*Margaret Monroe-Cassel*  
Name: Margaret Monroe-Cassel  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Sullivan on March 5, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

*JoAnn Kleyensteuber*  
Signature of Notary Public or Justice of the Peace

JoAnn Kleyensteuber, Notary Public  
Name and Title of Notary or Justice of the Peace

JO-ANN KLEYENSTEUBER, Notary Public  
My Commission Expires: My Commission Expires August 5, 2019

New Hampshire Department of Health and Human Services  
Personal Responsibility Education Program (PREP) – Sullivan County



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

OFFICE OF THE ATTORNEY GENERAL

4/19/2019  
Date

[Signature]  
Name: Nathan J. Smith  
Title: Sr. Asst Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.
- 1.5. The Contractor shall facilitate the delivery of an evidence-based, Personal Responsibility Education Program (PREP) for the prevention of pregnancy and sexually transmitted infections, including HIV/AIDS, and three (3) adulthood preparation subjects among adolescents and pregnant/parenting young adults up to 21 years old in the greater Sullivan County area (including lower Grafton County), New Hampshire.

### 2. Scope of Services

- 2.1. The Contractor shall develop a local implementation team which must include, but is not limited to:
  - 2.1.1. Education and reproductive health professionals and agencies.
  - 2.1.2. Youth organizations and groups, as well as youth participants.
- 2.2. The Contractor shall implement at least one (1), but no more than two (2) curricula, based on local assessment and capacity of targeted area, which will best meet the community needs in the facilitation of the delivery of the Personal Responsibility Education Program, to be approved by the Department, which may include, but is (are) not limited to:
  - 2.2.1. Reducing the Risk curriculum in a high school setting.
  - 2.2.2. FOCUS curriculum in a community-based setting.
  - 2.2.3. Get Real curriculum in a school setting.





Exhibit A Amendment #1

- 2.3. The Contractor shall ensure that each curriculum includes, but is not limited to:
  - 2.3.1. Information about abstinence.
  - 2.3.2. Information about contraception.
- 2.4. The Contractor shall ensure that all adaptations to evidence based-curricula follow federal guidance and are approved by model developers.
- 2.5. The Contractor shall work with an evaluation specialist that is identified by the Department as appropriate.
- 2.6. The Contractor shall attend meetings which include, but are not limited to:
  - 2.6.1. Meetings required by the Department.
  - 2.6.2. Technical assistance sessions as required by the Department.
  - 2.6.3. Progress review meetings as required by the Department.
- 2.7. The Contractor shall participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans through collaboration with the local Public Health Regions, as may be appropriate, to enhance the implementation of community-based public health prevention initiatives being implemented by the Contractor.
- 2.8. The Contractor shall replicate evidence-based effective programs or substantially incorporate elements of effective programs that have been proven on the basis of rigorous scientific research to change behavior, which means delaying sexual activity, increasing contraceptive use for sexually active youth, or reducing pregnancy among youth.
- 2.9. The Contractor shall ensure that Adult Preparation Subjects include, but are not limited to, the following three (3) required subjects:
  - 2.9.1. Healthy Relationships- positive self-esteem and relationship dynamics.
  - 2.9.2. Healthy Life Skills- goal setting, negotiation, decision making communication, stress management, and interpersonal skills.
  - 2.9.3. Adolescent Development - healthy attitudes and values about adolescent growth, body image, and racial and ethnic diversity.
- 2.10. The Contractor shall replicate full program curricula with fidelity to the original content of the programs, but may add on components related to pregnancy prevention and prevention of sexually transmitted infections.
- 2.11. The Contractor shall ensure that any component that is added onto an evidence-based program must be well integrated into the program and should not alter the core components of the evidence-based program model. Model adaptations are subject to approval by the Department.



Exhibit A Amendment #1

- 2.12. The Contractor shall ensure that all implemented programs are medically accurate, to mean that medical information must be verified or supported methods and published in peer-reviewed journals where applicable, or be comprised of information that leading professional organizations and agencies with relevant expertise in the field recognize as accurate, objective and complete.
- 2.13. The Contractor shall ensure that all education materials that are presented as factual will be grounded in scientific research. Any additions or modifications to evidence-based curricula must be reviewed and approved by the developers of the curriculum, the Department, and the U.S. Department of Health and Human Services, Administration on Children, Youth and Families (ACYF), to assure medical accuracy and program fidelity prior to implementation.
- 2.14. The Contractor shall participate in a national evaluation of the Personal Responsibility Education Program if the program is selected for the evaluation.

### 3. Reporting

- 3.1. The Contractor shall report to the Department of Health and Human Services (DHHS), all required data on program activities and evaluation to include, but not limited to, output measures, fidelity/adaptations, implementation and capacity building, outcome measures, and community data.
- 3.2. The Contractor shall comply with the requirements of Section 513 of PREP throughout the term of the contract. (Sec. 513. [42 U.S.C. 713]. (a) Allotments to States). Key findings that will be incorporated that cross over all of the approved curricula include, but may not be limited to:
- 3.2.1. Increasing the understanding of the benefits of delaying sexual activity and/or the intention to remain abstinent.
  - 3.2.2. Increasing the understanding of contraceptives and how to access contraception if their choice is to remain sexually active or to engage in sexual activity.
  - 3.2.3. Increasing the understanding of how their values, beliefs and attitudes impact their sexual health, and their lives overall.
  - 3.2.4. Increasing the understanding of skills to reduce sexual risk taking and improving communication with parents, sexual partners, and health care providers.
- 3.3. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any key staff person essential to carrying out this scope of services is hired to implement the program. A resume of the employee shall accompany this notification.
- 3.4. The Contractor shall notify the Department in writing if the executive director or program coordinator position is vacant for more than three months. This may



Exhibit A Amendment #1

be done through a budget revision. In addition, the Department must be notified in writing

- 3.5. The Contractor shall notify the Department if at any time any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.
- 3.6. The contractor shall provide training to appropriate staff on the selected approved PREP curricula.
- 3.7. The Contractor shall incorporate the required performance measures listed in Section 4 below within a Performance Logic Model format. Reports on progress and outcomes shall detail the plans and activities that monitor and evaluate the agency's progress toward performance measure targets.
- 3.8. At intervals specified by the Department, the Contractor shall report to the Department:
  - 3.8.1. Performance measures (data to be aggregated and analyzed by MCH Epidemiologist).
  - 3.8.2. Counts of unduplicated clients served by age, ethnicity and gender.
  - 3.8.3. The number of hours clients received in program and curriculum hours.
  - 3.8.4. The number of clients that completed the programs offered.
  - 3.8.5. The number of clients completing pre, post, and six (6) month follow up surveys.
  - 3.8.6. Program goals and objectives to demonstrate they have met the minimum required services.
  - 3.8.7. Fidelity/adaptations to evidence-based curricula.
  - 3.8.8. Implementation and capacity building (community partnerships, competence with working with targeted population).
  - 3.8.9. Participant outcome measures (behavioral, knowledge, intentions, confidence).
  - 3.8.10. Community data (STI, birth rates, etc.).
  - 3.8.11. Two (2) semi-annual narrative reports of progress, challenges, and opportunities.

#### 4. Performance Measures

- 4.1. Among participants who complete the selected curricula, The Contractor shall ensure that following performance indicators are monitored to measure the effectiveness of the agreement:
  - 4.1.1. The percentage of participants who indicate that they are more likely to make healthy decisions about drugs and alcohol.



Exhibit A Amendment #1

- 4.1.2. The percentage of participants who indicate, if they were to have sexual intercourse in the next six (6) months, are more likely to use (or ask partner to use) at least one (1) the following methods of birth control:
  - 4.1.2.1. Birth control pill.
  - 4.1.2.2. Condoms.
  - 4.1.2.3. The injective.
  - 4.1.2.4. The patch.
  - 4.1.2.5. The ring.
  - 4.1.2.6. Intrauterine device.
  - 4.1.2.7. Implant.
- 4.1.3. The percentage of participants who indicate, if they were to have sexual intercourse in the next six (6) months, are more likely to use (or ask partner to use) a condom.
- 4.1.4. The percentage of participants who indicate they are more likely to share ideas or talk about things that really matter with parent/guardian.
- 4.1.5. The percentage of participants who indicate they are more likely to say no to peer pressure.
- 4.1.6. The percentage of participants who indicate they are more likely to abstain from sexual intercourse in the next six (6) months.

## 5. Deliverables

- 5.1. The Contractor shall implement the chosen curricula for at least fifty (50) participants each year in greater Sullivan County and lower Grafton County.
- 5.2. The Contractor shall provide two (2) semi-annual narrative reports that describe progress, challenges, and opportunities for improvement.



New Hampshire Department of Health and Human Services  
Personal Responsibility Education Program (PREP) – Greater Sullivan County

**Exhibit B Amendment #1**

**Method and Conditions Precedent to Payment**

- 1) Funding Sources:
  - 1.1. \$468,000 = 100% federal funds from the US Department of Health and Human Services, Administration for Children and Families, CFDA #93.092, Federal Award Identification Number (FAIN), #1801NHPREP, \$78,000 in SFY 2017, \$78,000 in SFY 2018, \$78,000 in SFY 2019, \$78,000 in SFY 2020, \$78,000 in SFY 2021, \$78,000 in SFY 2022.
  - 2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
    - 2.1. Payment for said services shall be made as follows:
      - 2.1.1. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
      - 2.1.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
      - 2.1.3. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
    - 2.2. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:  
Department of Health and Human Services  
Division of Public Health Services  
Email address: [DPHScontractbilling@dhhs.nh.gov](mailto:DPHScontractbilling@dhhs.nh.gov)
- 3) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available. Contractor will keep detailed records of their activities related to DHHS-funded and shall submit with monthly invoices.
- 4) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.
- 5) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Amendment #1  
SFY 2020 Budget

New Hampshire Department of Health and Human Services

Contractor name: TLC Family Resource Center

Budget Request for: RFA-2017-DPHS-04-PERSO-02

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

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	\$ 44,928.00	\$ 4,492.00	\$ 49,420.00	\$ -	\$ 21,321.00	\$ 21,321.00	\$ 44,928.00	\$ 4,492.00	\$ 49,420.00
2. Employee Benefits	\$ 4,943.00	\$ -	\$ 4,943.00	\$ -	\$ -	\$ -	\$ 4,943.00	\$ -	\$ 4,943.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
6. Travel	\$ 1,920.00	\$ -	\$ 1,920.00	\$ -	\$ -	\$ -	\$ 1,920.00	\$ -	\$ 1,920.00
7. Occupancy	\$ 3,780.00	\$ -	\$ 3,780.00	\$ -	\$ -	\$ -	\$ 3,780.00	\$ -	\$ 3,780.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 642.00	\$ -	\$ 642.00	\$ -	\$ -	\$ -	\$ 642.00	\$ -	\$ 642.00
Postage	\$ 205.00	\$ -	\$ 205.00	\$ -	\$ -	\$ -	\$ 205.00	\$ -	\$ 205.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Insurance	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,940.00	\$ -	\$ 1,940.00	\$ -	\$ -	\$ -	\$ 1,940.00	\$ -	\$ 1,940.00
10. Marketing/Communications	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
11. Staff Education and Training	\$ 5,100.00	\$ -	\$ 5,100.00	\$ -	\$ -	\$ -	\$ 5,100.00	\$ -	\$ 5,100.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 73,508.00	\$ 4,492.00	\$ 78,000.00	\$ -	\$ 21,321.00	\$ 21,321.00	\$ 73,508.00	\$ 4,492.00	\$ 78,000.00

Indirect As A Percent of Direct

6.1%

*MWC*  
*3/5/19*

Exhibit B-2 Amendment #1  
SFY 2021 Budget

New Hampshire Department of Health and Human Services

Contractor name TLC Family Resource Center

Budget Request for: RFA-2017-DPHS-04-PERSO-2

Budget Period: July 1, 2020 - June 30, 2021 SFY 2021

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	\$ 44,928.00	\$ 4,492.00	\$ 49,420.00	\$ -	\$ 21,321.00	\$ 21,321.00	\$ 44,928.00	\$ 4,492.00	\$ 49,420.00
2. Employee Benefits	\$ 4,943.00	\$ -	\$ 4,943.00	\$ -	\$ -	\$ -	\$ 4,943.00	\$ -	\$ 4,943.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
6. Travel	\$ 1,920.00	\$ -	\$ 1,920.00	\$ -	\$ -	\$ -	\$ 1,920.00	\$ -	\$ 1,920.00
7. Occupancy	\$ 3,780.00	\$ -	\$ 3,780.00	\$ -	\$ -	\$ -	\$ 3,780.00	\$ -	\$ 3,780.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 642.00	\$ -	\$ 642.00	\$ -	\$ -	\$ -	\$ 642.00	\$ -	\$ 642.00
Postage	\$ 205.00	\$ -	\$ 205.00	\$ -	\$ -	\$ -	\$ 205.00	\$ -	\$ 205.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Insurance	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,940.00	\$ -	\$ 1,940.00	\$ -	\$ -	\$ -	\$ 1,940.00	\$ -	\$ 1,940.00
10. Marketing/Communications	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
11. Staff Education and Training	\$ 5,100.00	\$ -	\$ 5,100.00	\$ -	\$ -	\$ -	\$ 5,100.00	\$ -	\$ 5,100.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 73,508.00	\$ 4,492.00	\$ 78,000.00	\$ -	\$ 21,321.00	\$ 21,321.00	\$ 73,508.00	\$ 4,492.00	\$ 78,000.00

Indirect As A Percent of Direct

6.1%

Exhibit B-3 Amendment #1  
SFY 2022 Budget

New Hampshire Department of Health and Human Services

Contractor name TLC Family Resource Center

Budget Request for: RFA-2017-DPHS-04-PERSO-02

Budget Period: July 1, 2021 - June 30, 2022 SFY 2022

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	\$ 44,928.00	\$ 4,492.00	\$ 49,420.00	\$ -	\$ 21,321.00	\$ 21,321.00	\$ 44,928.00	\$ 4,492.00	\$ 49,420.00
2. Employee Benefits	\$ 4,943.00	\$ -	\$ 4,943.00	\$ -	\$ -	\$ -	\$ 4,943.00	\$ -	\$ 4,943.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ 800.00
6. Travel	\$ 1,920.00	\$ -	\$ 1,920.00	\$ -	\$ -	\$ -	\$ 1,920.00	\$ -	\$ 1,920.00
7. Occupancy	\$ 3,780.00	\$ -	\$ 3,780.00	\$ -	\$ -	\$ -	\$ 3,780.00	\$ -	\$ 3,780.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 642.00	\$ -	\$ 642.00	\$ -	\$ -	\$ -	\$ 642.00	\$ -	\$ 642.00
Postage	\$ 205.00	\$ -	\$ 205.00	\$ -	\$ -	\$ -	\$ 205.00	\$ -	\$ 205.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
Insurance	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750.00	\$ -	\$ 750.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,940.00	\$ -	\$ 1,940.00	\$ -	\$ -	\$ -	\$ 1,940.00	\$ -	\$ 1,940.00
10. Marketing/Communications	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
11. Staff Education and Training	\$ 5,100.00	\$ -	\$ 5,100.00	\$ -	\$ -	\$ -	\$ 5,100.00	\$ -	\$ 5,100.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 73,508.00</b>	<b>\$ 4,492.00</b>	<b>\$ 78,000.00</b>	<b>\$ -</b>	<b>\$ 21,321.00</b>	<b>\$ 21,321.00</b>	<b>\$ 73,508.00</b>	<b>\$ 4,492.00</b>	<b>\$ 78,000.00</b>

Indirect As A Percent of Direct

6.1%

MME  
Contractor initials  
3/5/19





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

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

MMU

3/5/19



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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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



Exhibit K

DHHS Information Security Requirements

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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.

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

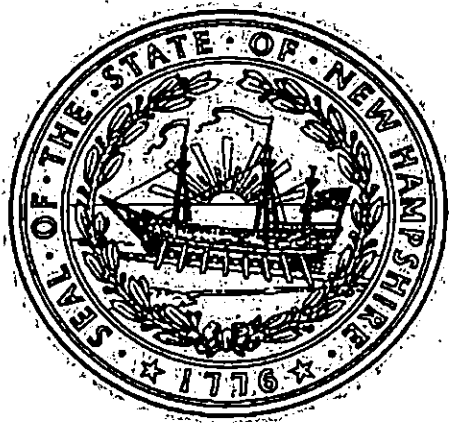
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0004430830



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of March A.D. 2019.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of TLC Family Resource Center  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on March 5, 2019  
(Date)

RESOLVED: That the Margaret Monroe-Cassel, Executive Director  
(Title of Contract Signatory)

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 5<sup>th</sup> day of March, 2019.  
(Date Contract Signed)

4. Margaret Monroe-Cassel is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jane VanBremen  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Sullivan

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March 2019.

By Jane VanBremen  
(Name of Elected Officer of the Agency)

John Kley  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

JO-ANN KLEYENSTEBER, Notary Public  
My Commission Expires August 6, 2019

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/7/2019

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 603-352-2121      FAX (A/C No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Philadelphia Insurance Company	<b>NAIC #</b> 0
<b>INSURED</b> TLC Family Resource Center P.O. Box 1098 Claremont NH 03743	<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 1658177992**      **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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1819091	7/1/2018	7/1/2019	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 type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1819091	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Physical Abuse Liability Employee Benefits Liability Professional Liability			PHPK1819091	7/1/2018	7/1/2019	\$1,000,000    \$3,000,000 \$1,000,000    \$3,000,000 \$2,000,000    \$4,000,000

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

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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/07/2019

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).


<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gifford NH 03247-7425		<b>CONTACT NAME:</b> Fairley Kenneally <b>PHONE (A.C. No. Ext):</b> (603) 293-2791 <b>E-MAIL ADDRESS:</b> fairley@esinsurance.net <b>FAX (A.C. No):</b> (603) 293-7188	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: FirstComp	NAIC # 27626
<b>INSURED</b> 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 - COMPOPP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC0093557-10	07/01/2018	07/01/2019	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)

<b>CERTIFICATE HOLDER</b>  State of NH Department of Health and Human Services 129 Pleasant St  Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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**tlc 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.**

**Financial Statements  
June 30, 2018**

**FINANCIAL STATEMENTS**

**TLC FAMILY RESOURCE CENTER, INC.**

**June 30, 2018**

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**LAWRENCE E. REED, CPA, PC**  
*Professional Corporation*  
C E R T I F I E D P U B L I C A C C O U N T A N T

PO Box 760  
Chester, VT 05143  
(802) 875-2322  
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Member of American Institute of  
Certified Public Accountants

**INDEPENDENT ACCOUNTANT'S REVIEW REPORT**

To the Board of Directors of  
TLC Family Resource Center, Inc.

We have reviewed the accompanying financial statements of TLC Family Resource Center, Inc. (a nonprofit corporation), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Organization management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

**Management's Responsibility for the Financial Statements**

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

**Accountant's Responsibility**

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

**Accountant's Conclusion**

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

*Lawrence E. Reed, CPA, PC*

November 9, 2018  
Chester, VT  
VT License No. 1039

STATEMENT OF FINANCIAL POSITION  
TLC FAMILY RESOURCE CENTER, INC.  
June 30, 2018  
(With Comparative Totals for June 30, 2017)

	June 30, 2018			As of June 30, 2017
	Unrestricted	Temporarily Restricted	Total	Totals (Memorandum)
<b>ASSETS</b>				
Cash and cash equivalents	\$ 196,113	\$ 61,310	\$ 257,423	\$ 121,417
Grants and accounts receivable	54,807	-	54,807	53,838
Security deposit	1,350	-	1,350	-
Equipment and furniture	88,469	-	88,469	62,803
Accumulated depreciation	(54,113)	-	(54,113)	(46,276)
<b>TOTAL ASSETS</b>	<b>\$ 286,626</b>	<b>\$ 61,310</b>	<b>\$ 347,936</b>	<b>\$ 191,782</b>
<b>LIABILITIES AND NET ASSETS</b>				
<b>LIABILITIES</b>				
Accrued expenses	\$ 27,723	\$ -	\$ 27,723	\$ 23,729
Accounts payable	2,268	-	2,268	3,771
Fiscal sponsor funds	6,750	-	6,750	15,884
<b>TOTAL LIABILITIES</b>	<b>36,741</b>	<b>-</b>	<b>36,741</b>	<b>43,384</b>
<b>NET ASSETS</b>	<b>249,885</b>	<b>61,310</b>	<b>311,195</b>	<b>148,398</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 286,626</b>	<b>\$ 61,310</b>	<b>\$ 347,936</b>	<b>\$ 191,782</b>

See independent accountant's review report and accompanying notes.

**STATEMENT OF FINANCIAL ACTIVITIES**  
**TLC FAMILY RESOURCE CENTER, INC.**  
**Year Ended June 30, 2018**  
**(With Comparative Totals for the Year Ended June 30, 2017)**

	<u>Year Ended June 30, 2018</u>			<u>Year Ended</u> <u>June 30, 2017</u>
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>	<u>Totals (Memorandum)</u>
<b>SUPPORT AND REVENUE</b>				
Governmental support	\$ 457,159	\$ -	\$ 457,159	\$ 398,307
Foundations and trusts	118,500	144,300	262,800	162,922
Program fees	104,912	-	104,912	67,413
Contributions	64,018	11,385	75,403	51,544
Facility sublease income	9,423	-	9,423	7,193
Sales of donated goods	2,576	-	2,576	13,423
Fundraising	2,038	-	2,038	10,821
In-kind materials and services	-	-	-	688
Net assets released from restrictions	114,550	(114,550)	-	-
<b>TOTAL SUPPORT AND REVENUE</b>	<b>873,176</b>	<b>41,135</b>	<b>914,311</b>	<b>712,311</b>
<b>EXPENSES</b>				
<b>Program services</b>				
Comprehensive Family Support	277,899	-	277,899	214,351
Healthy Families	165,249	-	165,249	176,422
PREP	80,434	-	80,434	87,228
Parent Aide	59,777	-	59,777	49,192
Recovery Coaching	16,274	-	16,274	-
Rural Outright	9,721	-	9,721	-
Second Beginnings	-	-	-	23,940
	609,354	-	609,354	551,133
<b>Fundraising</b>	<b>39,751</b>	<b>-</b>	<b>39,751</b>	<b>30,057</b>
<b>Management and general</b>	<b>102,409</b>	<b>-</b>	<b>102,409</b>	<b>90,093</b>
<b>TOTAL EXPENSES</b>	<b>751,514</b>	<b>-</b>	<b>751,514</b>	<b>671,283</b>
<b>CHANGE IN NET ASSETS</b>	<b>121,662</b>	<b>41,135</b>	<b>162,797</b>	<b>41,028</b>
Net assets at Beginning of Year	128,223	20,175	148,398	107,370
<b>NET ASSETS AT END OF YEAR</b>	<b>\$ 249,885</b>	<b>\$ 61,310</b>	<b>\$ 311,195</b>	<b>\$ 148,398</b>

See independent accountant's review report and accompanying notes.

**STATEMENT OF CASH FLOWS**  
**TLC FAMILY RESOURCE CENTER, INC.**  
**Year Ended June 30, 2018**  
**(With Comparative Totals for the Year Ended June 30, 2017)**

	<u>Year Ended June 30, 2018</u>			<u>Year Ended</u>
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>	<u>June 30, 2017</u>
				<u>Totals</u>
				<u>(Memorandum)</u>
<b>OPERATING ACTIVITIES</b>				
Change in net assets	\$ 121,662	\$ 41,135	\$ 162,797	\$ 41,028
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities				
Depreciation	7,837	-	7,837	5,611
(Increase) decrease in operating assets:				
Grants and accounts receivable	(3,469)	2,500	(969)	(10,056)
Security deposits	(1,350)	-	(1,350)	-
Increase (decrease) in operating liabilities:				
Accounts payable	(1,503)	-	(1,503)	752
Accrued expenses	3,994	-	3,994	4,089
Fiscal sponsor funds	(9,134)	-	(9,134)	884
<b>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>	<b>118,037</b>	<b>43,635</b>	<b>161,672</b>	<b>42,308</b>
<b>INVESTING ACTIVITIES</b>				
Equipment purchases	(25,666)	-	(25,666)	-
<b>NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES</b>	<b>(25,666)</b>	<b>-</b>	<b>(25,666)</b>	<b>-</b>
<b>INCREASE (DECREASE) IN CASH</b>	<b>92,371</b>	<b>43,635</b>	<b>136,006</b>	<b>42,308</b>
Beginning cash and cash equivalents	103,742	17,675	121,417	79,109
<b>ENDING CASH AND CASH EQUIVALENTS</b>	<b>\$ 196,113</b>	<b>\$ 61,310</b>	<b>\$ 257,423</b>	<b>\$ 121,417</b>

See independent accountant's review report and accompanying notes.

**SCHEDULE OF FUNCTIONAL EXPENSES**

**TLC FAMILY RESOURCE CENTER, INC.**

**Year Ended June 30, 2018**

**(With Comparative Totals for the Year Ended June 30, 2017)**

	<u>Total All Services</u>	<u>Mgt. &amp; General</u>	<u>Fund-raising</u>	<u>Program Services</u>							<u>Year Ended June 30, 2017</u>
				<u>Total</u>	<u>Family Support</u>	<u>Healthy Families</u>	<u>PREP</u>	<u>Parent Aide</u>	<u>Recovery Coaching</u>	<u>Rural Outright</u>	<u>Totals (Memorandum)</u>
Salaries and wages	\$ 491,821	\$ 66,800	\$ 27,921	\$ 397,100	\$ 193,243	\$ 112,916	\$ 52,337	\$ 38,604	\$ -	\$ -	\$ 467,402
Program expenses	54,684	11,908	1,072	41,704	14,579	8,010	3,941	4,429	1,024	9,721	36,236
Occupancy	42,897	-	-	42,897	19,517	12,057	5,299	4,000	2,024	-	40,986
Payroll taxes	36,182	4,793	2,136	29,253	14,088	8,193	4,032	2,940	-	-	34,259
Professional fees	30,145	1,500	500	28,145	7,418	4,555	2,007	1,524	12,641	-	5,500
Advertising & marketing	22,644	7,753	7,180	7,711	1,608	1,061	4,761	281	-	-	10,464
Employee benefits	19,598	6,527	-	13,071	6,209	3,871	1,690	1,301	-	-	27,118
Mileage reimbursement	17,469	531	93	16,845	7,598	2,845	1,548	4,785	69	-	16,244
Training & dev.	13,564	906	-	12,658	4,650	6,264	1,684	60	-	-	12,349
Depreciation	7,837	1,128	-	6,709	3,265	1,908	884	652	-	-	5,610
Insurance	5,718	-	-	5,718	2,692	1,694	749	583	-	-	5,424
Telephone	5,239	-	-	5,239	2,250	1,395	612	466	516	-	4,743
Printing	2,708	415	670	1,623	536	298	687	102	-	-	3,443
Postage	1,008	148	179	681	246	182	203	50	-	-	817
In-kind contributions	-	-	-	-	-	-	-	-	-	-	688
<b>TOTAL EXPENSES</b>	<b>\$ 751,514</b>	<b>\$ 102,409</b>	<b>\$ 39,751</b>	<b>\$ 609,354</b>	<b>\$ 277,899</b>	<b>\$ 165,249</b>	<b>\$ 80,434</b>	<b>\$ 59,777</b>	<b>\$ 16,274</b>	<b>\$ 9,721</b>	<b>\$ 671,283</b>

See independent accountant's review report and accompanying notes.

## NOTE A -- ORGANIZATION

TLC Family Resource Center, Inc., (the "Organization") is a non-profit organization established in 2004 for the purpose of promoting the physical and emotional health and safety of women and families expecting infants or with young children. The organization serves individuals in New Hampshire's Sullivan and lower Grafton Counties and is funded primarily through governmental financial assistance and program fees. A Board of Directors sets policy for the Organization and an Executive Director has the responsibility of direct management. During the year-ended June 30, 2018, the Organization's revenue sources as a percentage of total revenue were federal, state and municipal grants 50%, contributions and special event proceeds 37%, program fees and other income 13%.

## NOTE B -- SIGNIFICANT ACCOUNTING POLICIES

**Financial Statement Presentation:** In accordance with Financial Accounting Standards Board (FASB) ASC 958-200, *Financial Statements of Not-for-Profit Organizations*, the Organization reports information regarding its financial position and activities according to three classes of net assets as follows:

**Unrestricted net assets:** includes assets for which no restrictions as to use or program period have been imposed by the donor; unrestricted contributions, including service contracts, and unconditional promises to give are recorded as increases in the period received; expenses are recorded as decreases to unrestricted net assets when incurred.

**Temporarily restricted net assets:** includes assets for which restrictions have been imposed as to use or program period; support and revenue is recognized as an increase when the restricted award or contribution is received; when the temporary restriction has expired the amount is reported as a separate reclassification which decreases temporarily restricted net assets and increases unrestricted net assets.

**Permanently restricted net assets:** includes assets for which the donor has imposed a permanent restriction on the use of the funds. As of June 30, 2018, the organization had no permanently restricted net assets.

**Estimates:** The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Cash and Cash Equivalents:** The Organization considers all highly liquid investments with maturities of three months or less when purchased to be cash equivalents.

**Advertising Costs:** The Organization uses advertising to promote its programs and to fill positions. The costs of advertising are expensed as incurred. During the year ended June 30, 2018 advertising costs totaled \$22,644.

**NOTE B -- SIGNIFICANT ACCOUNTING POLICIES - Continued**

**Property and Equipment:** Property, equipment, and improvements with costs greater than \$500 are carried at cost. Major maintenance activities are capitalized if they extend the life of the property or equipment. Donations of property and equipment are recorded as support at their estimated fair value and recorded as unrestricted support or restricted support if the donor has restricted the donated asset for a specific purpose. Property, equipment, and improvements are depreciated using the straight-line method over the estimated useful lives of the assets. Depreciation expense for the year ended June 30, 2018 totaled \$7,837.

**Revenue Recognition:** The Organization accounts for contributions in accordance with FASB ASC 958-605, *Accounting for Contributions Received and Contributions Made*. Under such statement, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. Unrestricted contributions, and restricted contributions for which the restrictions expire in the fiscal year in which the contributions are recognized, are reported as increases in unrestricted net assets. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted assets are reclassified to unrestricted assets.

**Contributed Services, Facilities and Materials:** During the year ended June 30, 2018 the Organization received direct and indirect contributions of services, facilities and materials related to its programs and fundraising efforts. Contributions of services creating or enhancing non-financial assets, or requiring specialized skills that would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received. Materials and other assets received as donations are recorded and reflected in the accompanying financial statements at their fair values at the date of receipt. Prior to June 30, 2017 the Organization operated a thrift store which sold donated clothing and housing goods. Donated inventory was recognized as income on the statement of activities when the inventory was sold. During fiscal 2018 the remaining inventory was sold for \$2,576.

**Functional Allocation of Expenses:** The costs of providing program activities have been summarized on a functional basis in the statement of activities. Support expenses not directly chargeable to program costs are allocated based on direct program expenses, units of service, or other program related methods. 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 Organization is exempt from federal and state taxes under section 501(c)(3) of the Internal Revenue Code and has been classified as an entity that is not a private foundation within the meaning of Section 509 (a) and qualifies for deductible contributions as provided in Section 170(b)(1)(A)(vi). The Center's Forms 990, Return of Organization Exempt from Income Tax, for the years ending June 30, 2018, 2017 and 2016 are subject to examination by the IRS, generally for three years after they were filed.

**NOTES TO FINANCIAL STATEMENTS**  
**TLC FAMILY RESOURCE CENTER, INC.**  
**June 30, 2018**

**NOTE C -- GRANTS AND ACCOUNTS RECEIVABLE**

The Organization is awarded cost reimbursement grants by various organizations. Revenues associated with these grants are recorded as the associated expenses are incurred. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Organization's policy to charge off uncollectible receivables when management determines the receivable will not be collected. Grants and accounts receivable totaling \$54,807 as of June 30, 2018 are composed of the following balances and are deemed by management to be fully collectible:

Accounts receivable	\$ 672
County funding	10,000
State cost reimbursements	<u>44,135</u>
	<u>\$54,807</u>

**NOTE D -- CONTINGENT LIABILITIES**

The Organization receives funds under various state and federal programs. Under the terms of these programs, the Organization is required to expend the funds within the designated period for purposes specified in the grant proposal. If expenditures of the funds are found not in compliance with the proposal, the Organization may be required to return those funds to the grantor. As of June 30, 2018, there were no known disallowed expenditures and, therefore, no provision has been made for this contingency.

**NOTE E -- SUPPORT FROM GOVERNMENTAL UNITS**

The Organization receives a substantial amount of its support from federal and state governments. A significant reduction in the level of this support, if this were to occur, may have an effect on the Organization's ability to continue its programs and activities.

**NOTE F -- BANK LINE OF CREDIT**

The Organization has a bank line of credit in the amount of \$80,000 which was renewed in March 2018. The bank holds a security interest in all the assets of the Organization. The terms of the credit line include monthly payments of interest, based on the New York Prime rate adjusted monthly, and full payment of the outstanding balance for a minimum period of 30 days each year. As of June 30, 2018, the outstanding balance was \$0.

**NOTE G -- RESTRICTIONS ON ASSETS**

Temporarily restricted net assets totaling \$61,310 as of June 30, 2018 are related to Recovery Coaching, Parent Groups and Rural Outright programs and equipment upgrades.



**NOTE H -- OPERATING LEASE ARRANGEMENTS**

The Organization leases its facility under a lease agreement, signed on December 1, 2011, which provides for twelve-month renewal periods based on a stipulated monthly rental payment plus utilities and a real estate tax escalation clause. This lease was extended for another year beginning July 1, 2018 at a monthly rent payment of \$1,900, for a total lease commitment of \$22,800. On June 1, 2018 The Organization 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 \$1,350. Facility lease payments for the year ended June 30, 2018 totaled \$24,150.

On January 1, 2014 a four year photocopier lease was signed with monthly rent of \$136. Photocopier lease expense for the year-ended June 30, 2018 totaled \$1,632.

Future minimum lease payments are as follows:

Fiscal 2019	\$37,650
-------------	----------

The Organization entered into a sublease agreement for a portion of their space on October 1, 2016. The sublease payments are \$500 per month, plus reimbursement of utilities costs, with the agreement ending June 30, 2017. The 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, 2018 was \$9,423.

**NOTE I -- FAIR VALUE OF FINANCIAL INSTRUMENTS**

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. As of June 30, 2018 the Organization has no financial instruments subject to the disclosure requirements. Cash and cash equivalents, grants and accounts receivable, accounts payable, accrued expenses, advances refundable, and fiscal agency funds are reported in the statement of financial position approximate fair values because of the short maturities of those instruments or because of the fixed rate of interest required to be paid.

**NOTE J – FISCAL SPONSOR FUNDS**

The Organization has several grant agreements to serve as a fiscal sponsor for a local initiative. Under these agreements the Organization received \$31,500 for which \$28,350 is being administered for the benefit of the local initiative and \$3,150 is the Organization's administrative fee. The remaining liability as of June 30, 2018 totals \$6,750.

**NOTE K -- SUBSEQUENT EVENTS**

Management considered subsequent events through November 9, 2018, the date the financial statements were available to be issued.

TLC Family Resource Center  
BOARD OF DIRECTORS  
2019

**Clara Sheehy (Pres)**  
**Court-Appointed Special Advocate**

**Laura Hagley (Vice President)**  
**Valley Regional Hospital, Director of Quality and Project Manager**

**William Sullivan (Treasurer)**  
**CPA**

**Jane VanBremen, PhD (Secretary)**  
**Parent Child Development Specialist**

Megan Blood  
Purchasing, Hypertherm

Karen Cooper  
Retired IT

Thomas Cooper  
Retired IT

Nancy Crocker  
Retired Pediatrician

Peter Nelson  
Retired Federally Qualified Health Center

Linda Tremblay  
Director: Ready, Set, Growth Child Care Center

Carole Wood  
Retired Educator

**Kerry Rochford Hague**

**Education**

**Simmons College, Boston MA** 1990  
*BA in Communications and Sociology*  
Dean's List Student, Inducted into Academy- the college's honor society

**Specialized training:**

- certified trainer -Stewards of Children – Darkness to Light, child sexual abuse prevention 2008
- certified trainer - Prevent Child Abuse Vermont curriculum grades K-8 2015
- certified trainer - Green Dot, community bystander initiative 2016

**Professional Experience**

**Women's Supportive Services/Turning Points Network**

*-Community Educator* 2001-Present  
Created training curriculum and implemented prevention education programs for students, educators and parents/caregivers grades K-12; provided training programs for service providers and the general community; assisted with publicity and marketing for agency awareness events and activities; wrote press releases and articles for local media outlets; interviewed on radio and television; provided articles and graphic design for agency newsletter; co-coordinated the agency's annual 5K fundraising Walk (2009-2015); chaired team recruitment sub-committee for annual 5K fundraising Walk (2009-present); provided "Safer Spaces" training to faith communities

*Community Education Coordinator* 1995-2000  
Coordinated the Education Team, supervised members of Education Team, provided training programs for service providers, community groups and students in grades 2-12; assisted with community awareness activities, participated in 10-State National Health Initiative addressing domestic violence; certified NH trainer for sexual harassment prevention and response; participated in NH research for "Gender Violence, Gender Justice" curriculum with researcher and author Nan Stein

*-Training and Shelter Advocate* 1991-1994  
Provided crisis intervention and support services for families staying in emergency shelter; coordinated and implemented the agency's 42-hour training for crisis-line volunteers; assisted with publicity and community education

**Audubon Society of NH** 1990  
*-Intern*  
Assisted the director of the Communications Department, wrote press releases, designed and coordinated a public awareness display about NH Audubon, assisted with newsletter production using desktop publishing

**Arts in Progress, Jamaica Plain, MA** 1990  
*-Intern*  
Wrote articles and press releases for local newspaper about innovative community and school programs, assisted with design and writing for spring newsletter

**The Italian Home for Children, Boston MA** 1990  
*-Tutor*

Worked in a classroom with children who had emotional challenges, tutored in reading, aided in general classroom and computer work, assisted with classroom management style and provided encouragement

### **Community Related Activities**

<b>Newport Education Foundation, Newport NH</b>	<b>2009-2018</b>
Board Member of community group working to build bridges and improve communication between the school and community	
<b>Willey-Perra Toy Drive, Newport NH</b>	<b>2007-Present</b>
Volunteer assisting with holiday giving program	
<b>South Congregational Church, Newport</b>	
-Sunday School Teacher	<b>2006-Present</b>
-Member of Folk and Adult Choir	<b>1998-Present</b>
-Member of Board of Outreach	<b>2014-Present</b>
<b>Argus-Champion, Newport NH</b>	<b>1989</b>
Researched, interviewed and wrote feature articles of community interest for local newspaper, provided photography	
<b>Sherrill House, Boston MA</b>	<b>1988</b>
Volunteered to work with elderly patients, providing support and companionship	
<b>SPARE, Simmons College, Boston MA</b>	<b>1989</b>
Founded Students Protecting Animal Rights and Ethics, a group designed to raise awareness in the college community about animal welfare issues	

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Contractor Name:** TLC Family Resource Center

**Name of Program:** Personal Responsibility Education Program (PREP) - Sullivan County

BUDGET PERIOD: SFY 2020		July 1, 2019 - June 30, 2020		
NAME	JOB TITLE	ANNUAL SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
To be hired	PREP Program Coordinator	\$16,224	100.00%	\$16,224.00
To be hired	PREP Program Educator	\$16,224	100.00%	\$16,224.00
To be hired	PREP Outreach	\$12,480	100.00%	\$12,480.00
Margaret Monroe-Cassel	Executive Director	\$72,800	3.09%	\$2,246.00
Jo-Ann Kleyensteuber	Finance Director	\$56,264	3.99%	\$2,246.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$49,420.00</b>

BUDGET PERIOD: SFY 2021		July 1, 2020 - June 30, 2021		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
To be hired	PREP Program Coordinator	\$16,224	100.00%	\$16,224.00
To be hired	PREP Program Educator	\$16,224	100.00%	\$16,224.00
To be hired	PREP Outreach	\$12,480	100.00%	\$12,480.00
Margaret Monroe-Cassel	Executive Director	\$72,800	3.09%	\$2,246.00
Jo-Ann Kleyensteuber	Finance Director	\$56,264	3.99%	\$2,246.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$49,420.00</b>

BUDGET PERIOD: SFY 2022		July 1, 2021 - June 30, 2022		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
To be hired	PREP Program Coordinator	\$16,224	100.00%	\$16,224.00
To be hired	PREP Program Educator	\$16,224	100.00%	\$16,224.00
To be hired	PREP Outreach	\$12,480	100.00%	\$12,480.00
Margaret Monroe-Cassel	Executive Director	\$72,800	3.09%	\$2,246.00
Jo-Ann Kleyensteuber	Finance Director	\$56,264	3.99%	\$2,246.00
		\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$49,420.00</b>



Jeffrey A. Meyers  
Commissioner

Marcella J. Bobinsky  
Acting Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



33  
Becker

June 9, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into agreements with the two (2) vendors identified in the table below, to provide Personal Responsibility Education Programs (PREP) to teens and young adults that teach about abstinence and contraception for the prevention of pregnancy and sexually transmitted infections, in an amount not to exceed \$624,000, to be effective July 1, 2016 or date of Governor and Council approval, whichever is later, through June 30, 2019. Funds are 100% Federal Funds.

Summary of contracted amounts by vendor:

Vendor	NH Locations	SFY 2017	SFY 2018	SFY 2019	Total Amount
Manchester Community Health Center	City of Manchester	130,000	130,000	130,000	390,000
TLC Family Resource Center	Sullivan County	78,000	78,000	78,000	234,000
		\$208,000	\$208,000	\$208,000	\$624,000

Funds are available in the following account(s) for SFY 2017, and are anticipated to be available in SFY 2018 and SFY 2019, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

**See attachment for financial details**

**EXPLANATION**

Funds in these agreements will be used to facilitate the delivery of the Personal Responsibility Education Program (PREP), an evidence-based, personal responsibility curricula for the prevention of pregnancy and sexually transmitted infections, including HIV/AIDS. Adult skill preparation programs among adolescents 16-19 years old and pregnant/parenting adolescents up to 21 years old in the city of Manchester and in Sullivan County is a part of the curriculum. Manchester and Sullivan County were pre-selected to implement PREP due to the significantly higher teenage birth rates within those communities.

The Department is committed to helping young people avoid teen pregnancy and sexually transmitted infections by supporting programs that promote healthy and essential life skills. The goal of this funding is to decrease teen birth rates, pregnancies and sexually transmitted infections in areas of the state with demonstrated need.

The teen birth rate in New Hampshire is 10.2 births per 1,000 females 15-19 years old. With more than 12,400 births among women of all ages, less than 1% was to teens under 18 years old. Less than 2% were to teens less than 19 years old. Among teen births, 78% were to women aged 18 or 19. In the past five years, the teen birth rate has fallen 25.5%.

The most recent Youth Risk Behavior Survey (YRBS 2015)<sup>1</sup> provides a snapshot of current sexual health behaviors among high school students in New Hampshire with significantly higher teenage birth rates within the city of Manchester and in Sullivan County.

Currently, within the city of Manchester, 60% of high school students in 12<sup>th</sup> grade are sexually active, yet only 36% of all students report using a condom at last sexual encounter. Only 11.4% of all high school students combined rely on oral contraceptive pills to prevent pregnancy, but 24.5% of 12<sup>th</sup> graders do use contraceptive pills. Almost 13% of sexually active students reported using alcohol and/or drugs before the last sexual intercourse. One quarter of high school students report having come to school high on marijuana. Use of alcohol is on the rise, with a full 25% of students reporting they binge drink at least 1-5 days per month.

Results in Sullivan County vary slightly from Manchester. Among high school 12th graders, 74% are sexually active, with 39% of them using a condom at last intercourse (more sexually active and more condom use than Manchester). Among girls in 12th grade, 35% use oral contraception, higher than the 24% using this form of contraception in Manchester.

Helping teens prevent unintended pregnancy, including subsequent pregnancies among those who have already become parents, provides teens a healthy foundation for adult life. Through strategies like evidence-based pregnancy prevention curricula, abstinence education, access to confidential reproductive health care and home visitation for pregnant and parenting teens, supports are available to help adolescents and young adults make healthy decisions around their sexual health.

Should Governor and Executive Council not authorize this Request, teen births in the city of Manchester and Sullivan County may increase, which may cause New Hampshire to face increased long-term costs associated with health care and social services due to unintended pregnancies.

The Manchester Community Health Center and TLC Family Resource Center were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from April 22, 2016 through May 20, 2016.

Two applications were received in response to the Request for Application. Three reviewers who work internal and external to the Department reviewed the proposals. The reviewers represent seasoned public health administrators and managers with experience managing agreements with vendors for various public health programs. Each reviewer was selected for the specific skill set they possess and their experience. Their decision followed a thorough discussion of the strengths and weaknesses to the proposals. Both Applications were selected for funding. The final decision was made through consensus scoring. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, these competitively procured Agreements have the option to extend for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures will be used to measure the effectiveness of the agreements:

- Among participants that complete evidence-based teen prevention programs, the percent that demonstrate increased knowledge and confidence about safer sex practices, including abstinence.
- Among participants that complete evidence-based teen prevention programs, the percent that indicate greater confidence to communicate with parents about their sexual health.
- Among sexually active participants that complete evidence based teen prevention programs, the percent that used contraception to prevent pregnancy the last time they had sexual intercourse.
- Among participants that complete the evidence based teen prevention programs, the percent that indicates improved healthy life skills (e.g. decision making, goal setting, healthy development, education and career success).

Area served: The city of Manchester and Sullivan County.

Source of Funds: 100% Federal Funds from US Department of Health and Human Services, Administration on Children, Youth and Families, Personal Responsibility Education Program.

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

Respectfully submitted, 

Marcella J. Bobinsky, MPH  
Acting Director

Approved by: 

Jeffrey A. Meyers  
Commissioner

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[www.dhhs.nh.gov/dphs/hsdm/yrbs.htm](http://www.dhhs.nh.gov/dphs/hsdm/yrbs.htm)



**NH DHHS PERSONAL RESPONSIBILITY EDUCATION PROGRAM (PREP) CONTRACTS  
SFY 2017, SFY 2018 and SFY 2019 FINANCIAL DETAIL**

**05-95-90-902010-1844 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY  
SERVICES, FED NH PREP GRANT**

**100% Federal Funds**

**CFDA #  
FAIN**

**93.092  
1601NHPREP**

**Manchester Community Health Center**

**VE #157274-B001**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	90018440	130,000
2018	102/500731	Contracts for Program Services	90018440	130,000
2019	102/500731	Contracts for Program Services	90018440	130,000
		Sub Total		390,000

**TLC Family Resource Center**

**VE #170625-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	90018440	78,000
2018	102/500731	Contracts for Program Services	90018440	78,000
2019	102/500731	Contracts for Program Services	90018440	78,000
		Sub Total		234,000
		<b>TOTAL</b>		<b>624,000</b>



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

Personal Responsibility Education  
Program (PREP)

RFA-2017-DPHS-04-PERSO

RFA Name

RFA Number

Bidder Name

1. Manchester Community Health Center
2. TLC Family Resource Center

Pass/Fail	Maximum Points	Actual Points
91%	350	319
89%	350	313

Reviewer Names

1. Felicia Fielding, Program Manager, BCHS
2. Turcina McNeilly, Public Health Advisor, BIDC
3. Lindsay Pierce, Section Chief, BIDC

Subject: Personal Responsibility Education Program (PREP) - Sullivan County

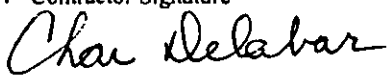
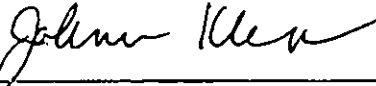
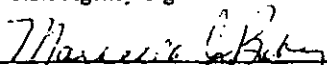
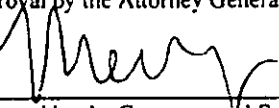
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name TLC Family Resource Center		1.4 Contractor Address 109 Pleasant Street, POB 1098 Claremont, NH 03743	
1.5 Contractor Phone Number 603-542-1848, ext 322	1.6 Account Number 05-95-90-902010-1844-102-500731	1.7 Completion Date 6/30/19	1.8 Price Limitation \$234,000
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Char Delabar, Treasurer	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Sullivan</u>  On <u>June 7th, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace JO-ANN KLEYENSTUEBER, Notary Public My Commission Expires August 5, 2019			
1.14 State Agency Signature  Date: <u>6/9/16</u>		1.15 Name and Title of State Agency Signatory Marcella J. Bobinsky, MPH Acting Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>6/12/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

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

**2. Purpose**

- 2.1. The Contractor shall facilitate the delivery of an evidence-based, personal responsibility curriculum for the prevention of pregnancy and sexually transmitted infections, including HIV/AIDS, and three adulthood preparation subjects among adolescents 16-19 years old and pregnant/parenting adolescents up to 21 years old in the County of Sullivan, New Hampshire.

**3. Scope of Services**

3.1. Contractor Required Services

The Contractor shall:

3.1.1. Ensure PREP is implemented in Sullivan County and targeted toward New Hampshire adolescents ages 16-19, and pregnant or parenting adolescents up to age 21.

3.1.2. Develop a local "implementation" team to include, at a minimum:

3.1.2.1. Education and reproductive health professionals and agencies,

3.1.2.2. Youth organizations and groups, as well as youth participants.

3.1.2.3. At least one (1) evidence-based curriculum, but no more than two (2) from the following pre-selected, evidence-based curricula, based on local assessment and capacity of targeted area, which will best meet the community needs:

- Reducing the Risk (high school setting)
- Focus (clinical or community based setting)



Exhibit A

- **Be Proud! Be Responsible!** (school or community based setting)
  - **Draw the Line/Respect the Line** (school and youth program settings)
- 3.1.3. Provide training for selected personal responsibility curricula.
- 3.1.4. Curricula must include the following required topics:
- 3.1.4.1. Abstinence
  - 3.1.4.2. Contraception for the prevention of pregnancy and STI
  - 3.1.4.3. Provide these three (3) required "adulthood preparation education" components:
    - **Healthy relationships**, such as positive self-esteem and relationship dynamics, friendships, dating, romantic involvement, marriage (where applicable), and family interactions.
    - **Healthy life skills**, such as goal setting, decision making, negotiation, communication and interpersonal skills, and stress management.
    - **Adolescent development**, such as skills that lead to empowerment, self-sufficiency, promotion of healthy developmental attitudes, and strengthening the connection to their community.
- 3.1.5. All adaptations to evidence based-curricula must follow federal guidance and be approved by model developers.
- 3.1.6. Implement the chosen curricula(s) for at least 75 participants in Sullivan County.
- 3.1.7. Work with the State-identified evaluation specialist, as appropriate.
- 3.1.8. Report to the Department of Health and Human Services (DHHS), all required data on program activities and evaluation to include, but not limited to, output measures, fidelity/adaptations, implementation and capacity building, outcome measures, and community data.
- 3.1.9. Attend the State Reproductive Health Task Force, which will serve as an overall advisory committee to implementation.
- 3.1.10. Attend the Federal grantees' meeting as required by this funding.
- 3.1.11. Attend pertinent technical assistance sessions or progress reviews sponsored by the DHHS, as requested.
- 3.1.12. Coordination of Services
- 3.1.12.1. The Contractor shall participate in community needs assessments, public health performance assessments, and the development of regional public





Exhibit A

health improvement plans through collaboration with the local Public Health Regions, as may be appropriate, to enhance the implementation of community-based public health prevention initiatives being implemented by the contractor.

3.2. Evidence Based Program Models – Requirements

- 3.2.1. The Contractor shall replicate evidence-based effective programs or substantially incorporate elements of effective programs that have been proven on the basis of rigorous scientific research to change behavior, which means delaying sexual activity, increasing contraceptive use for sexually active youth, or reducing pregnancy among youth.
- 3.2.2. At least one (1), but no more than two (2) curricula must be selected from the following four pre-approved evidence-based programs.
- **Reducing the Risk** (high school setting)
  - **Focus** (clinical or community based setting)
  - **Be Proud! Be Responsible!** (school or community based setting)
  - **Draw the Line/Respect the Line** (school and youth program settings)
- 3.2.3 The Contractor shall address the Adult Preparation Subjects (APS) by including the following three (3) required subjects in their training activities:
- **Healthy Relationships** – positive self-esteem and relationship dynamics.
  - **Healthy Life Skills** – goal setting, negotiation, decision making, communication, stress management, and interpersonal skills.
  - **Adolescent Development** – healthy attitudes and values about adolescent growth, body image, and racial and ethnic diversity.

3.3. Program Fidelity/Medical Accuracy – Requirements

- 3.3.1. Contractor shall replicate a full program model with fidelity. Adaptations to the program shall be minimal. The Contractor may add on components related to pregnancy prevention and prevention of sexually transmitted infections. Any component that is added onto an evidence-based program must be well integrated into the program and should not alter the core components of the evidence-based program model. Model adaptations are subject to approval.
- 3.3.2. Contractor shall ensure that implemented programs are medically accurate. Medical accuracy means that medical information must be verified or supported by the weight of research conducted in compliance with accepted scientific methods and published in peer-reviewed journals where applicable, or be comprised of information that leading professional organizations and agencies



Exhibit A

with relevant expertise in the field recognize as accurate, objective and complete. Contractor shall ensure that all education materials that are presented as factual will be grounded in scientific research. Any additions or modifications to evidence-based curricula must be reviewed and approved by the developers of the curriculum, the New Hampshire Department of Health and Human Services, as well as the U.S. Department of Health and Human Services, Administration on Children, Youth and Families (ACYF), to assure medical accuracy and program fidelity prior to implementation.

3.4. Evaluation – Requirements

3.4.1. Contractor will participate, if NH PREP is selected, in a national evaluation. Contractor agrees that it shall comply with the requirements of Section 513 of PREP throughout the term of the contract. (Sec. 513. [42 U.S.C. 713] (a) Allotments to States). Key findings that will be incorporated that cross over all of the approved curricula include:

- Increasing the understanding of the benefits of delaying sexual activity and/or the intention to remain abstinent.
- Increasing the understanding of contraceptives and how to access contraception if their choice is to remain sexually active or to engage in sexual activity.
- Increasing the understanding of how their values, beliefs and attitudes impact their sexual health, and their lives overall.
- Increasing the understanding of skills to reduce sexual risk taking and improving communication with parents, sexual partners, and health care providers. Invoices to the NH TBFA Program will include at a minimum; client name, date of birth, service date, type and code of procedure/service, provider name, provider contact, provider affiliation and itemized amount of service.

4. Staffing

4.1. Staffing Provisions

- 4.1.1. New Hires - The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any key staff person essential to carrying out this scope of services is hired to implement the program. A resume of the employee shall accompany this notification.
- 4.1.2. The Contractor must notify the Department in writing if the executive director or program coordinator position is vacant for more than three months. This may be done through a budget revision. In addition, the DHHS must be notified in writing if at any time any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.



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## 5. Quality Improvement/Performance Improvement (QI/PI)

### 5.1. Annual Work Plans

- 5.1.1. Performance Logic Models are required for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The Contractor shall incorporate the required performance measures listed in Section 7 below within a logic model format. Reports on Progress/ Outcomes shall detail the plans and activities that monitor and evaluate the agency's progress toward performance measure targets.

## 6. Data and Reporting Requirements

- 6.1. Contractor shall provide all information as requested, including, but not limited to, Federal and state documentation forms and performance indicator outcomes for inclusion in documentation submitted by the DHHS to the Administration on Children, Youth, and Families. There are three annual data submission events: raw participant and testing data, and two semi-annual narrative reports.
- 6.2. Contractor shall, for purposes of program evaluation and federal reporting, collect and submit personally identifiable health data, for all clients served under this contract. Contractors shall be responsible for obtaining any authorizations for release of information from the clients that is necessary to comply with federal and state laws and regulations.
- 6.3. Contractor shall allow a team or person authorized by the DHHS to periodically review the contractor's systems of governance, administration, data collection and submission, programmatic, and financial management in order to assure systems are adequate to provide the contracted services. The contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with contract.

## 7. Performance Measures

- 7.1. The Contractor shall ensure that following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
- 7.1.1. Among participants who complete evidence-based teen prevention programs, the percent that demonstrate increased knowledge and confidence about safer sex practices, including abstinence.
- 7.1.2. Among participants who complete evidence-based teen prevention programs, the percent who indicate greater confidence to communicate with parents about their sexual health.
- 7.1.3. Among sexually active participants who complete evidence based teen prevention programs, the percent that used contraception to prevent pregnancy the last time they had sexual intercourse.

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Exhibit A

- 7.1.4. Among participants who complete the evidence based teen prevention programs, the percent who indicates improved healthy life skills (e.g. decision making, goal setting, healthy development, education and career success).
- 7.1.5. At intervals specified by the Department, the Contractor shall report on its progress:
- 1) Performance measures (data to be aggregated & analyzed by MCH Epidemiologist)
  - 2) Counts of unduplicated clients served by age, ethnicity and gender
  - 3) The number of hours clients received in program service hours and curriculum hours
  - 4) The number of clients that completed the programs offered
  - 5) The number of clients completing pre, post, and 6-month follow up surveys
  - 6) Program goals and objectives to demonstrate they have met the minimum required services
  - 7) Two (2) semi-annual narrative reports (3-5 pages) of progress, challenges, and opportunities
  - 8) Fidelity/adaptations to evidence-based curricula
  - 9) Implementation and capacity building (community partnerships, competence with working with targeted population)
  - 10) Participant outcome measures (behavioral, knowledge, intentions, confidence)
  - 11) Community data (STI, birth rates, etc.)
- 7.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.



## Exhibit B

### Method and Conditions Precedent to Payment

- 1) Funding Sources:
  - 1.1. \$234,000 = 100% federal funds from the US Department of Health and Human Services, Administration on Children, Youth and Families, CFDA #93.092, Federal Award Identification Number (FAIN), #1601NHPREP, \$78,000 in SFY 2017, \$78,000 in SFY 2018, \$78,000 in SFY 2019.
- 2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  - 2.1. Payment for said services shall be made as follows:
    - 2.1.1. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
    - 2.1.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
    - 2.1.3. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
  - 2.2. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:  
Department of Health and Human Services  
Division of Public Health Services  
Email address: DPHScontractbilling@dhhs.nh.gov
- 3) This is a cost-reimbursement contract based on approved activities for the contract period. Reimbursement shall be made monthly based at \$60.00 per hour for hours worked during the previous month, not to exceed the Price Limitation, block 1.8 of the General Provisions for the contract term.
- 4) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available. Contractor will keep detailed records of their activities related to DHHS-funded activities and hours worked and shall submit with monthly invoices.
- 5) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.
- 6) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



**SPECIAL PROVISIONS**

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

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



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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire-protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or





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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

**DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

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

This agreement has the option for a potential extension of up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

CAD

6/17/16



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Contractor Name: TLC Family Resource Center

6/7/16  
Date

Char Delabar  
Name: Char Delabar  
Title: Treasurer



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: TLC Family Resource Center

6/7/16  
Date

Char Delabar  
Name: Char Delabar  
Title: Treasurer



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: TLC Family Resource Center

6/7/16  
Date

Char Delabar  
Name: Char Delabar  
Title: Treasurer

CD





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

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

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

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

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

Exhibit G

Contractor Initials

*CO*

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: TLC Family Resource Center

6/7/16  
Date

Char Delabar  
Name: Char Delabar  
Title: Treasurer

Exhibit G

Contractor Initials

CD

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

Date 6/7/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: TLC Family Resource Center

6/7/16  
Date

Char Delabar  
Name: Char Delabar  
Title: Treasurer



Exhibit I

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

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

(1) **Definitions.**

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

3/2014

Contractor Initials

CD

Date

6/7/16



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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





Exhibit I

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

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

Department of Health and Human Services

The State

Signature of Authorized Representative

Marcella J. Bobinsky, MPH

Name of Authorized Representative

Acting Director

Title of Authorized Representative

Date

6/10/16

TLC Family Resource Center

Name of the Contractor

Signature of Authorized Representative

Char Delabar

Name of Authorized Representative

Treasurer

Title of Authorized Representative

Date

6/17/16

CD

6/17/16



**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: TLC Family Resource Center

6/7/16  
Date

Char Delabar  
Name: Char Delabar  
Title: Treasurer



FORM A

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

1. The DUNS number for your entity is: 107210754
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services  
Personal Responsibility Education Program (PREP) – City of Manchester**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Personal Responsibility Education Program (PREP) – City of Manchester  
Contract**

This 1<sup>st</sup> Amendment to the Personal Responsibility Education Program (PREP) – City of Manchester contract (hereinafter referred to as "Amendment #1") dated this 19th day of March, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Community Health Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 145 Hollis Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #33), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services, and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$780,000.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Exhibit A in its entirety and replace with Exhibit A Amendment #1.
6. Delete Exhibit B in its entirety and replace with Exhibit B Amendment #1
7. Add Exhibit B-1 Amendment #1, SFY 2020 Budget.
8. Add Exhibit B-2 Amendment #1, SFY 2021 Budget.
9. Add Exhibit B-3 Amendment #1, SFY 2022 Budget.
10. Add Exhibit K, DHHS Information Security Requirements.



**New Hampshire Department of Health and Human Services  
Personal Responsibility Education Program (PREP) – City of Manchester**

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

State of New Hampshire  
Department of Health and Human Services

4/8/19  
Date

*Lisa M. Morris*  
Lisa M. Morris  
Director

Manchester Community Health Center

4/2/19  
Date

*Kris Wolbraker*  
Name: *Kris Wolbraker*  
Title: *President/CEO*

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 4/2/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

*C. Wahl*  
Signature of Notary Public or Justice of the Peace

*Claudia Wahl, Notary Public*  
Name and Title of Notary or Justice of the Peace

My Commission Expires:                       
**CLAUDIA WAHL, Notary Public**  
**My Commission Expires December 3, 2019**






**New Hampshire Department of Health and Human Services  
Personal Responsibility Education Program (PREP) – City of Manchester**

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

OFFICE OF THE ATTORNEY GENERAL

4/19/2019  
Date

  
Name: Nancy J. Smith  
Title: Sr. Asst Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.
- 1.5. The Contractor shall facilitate the delivery of an evidence-based, Personal Responsibility Education Program (PREP) for the prevention of pregnancy and sexually transmitted infections, including HIV/AIDS, and three (3) adulthood preparation subjects among adolescents and pregnant/parenting young adults up to 21 years old in the city of Manchester, New Hampshire.

### 2. Scope of Services

- 2.1. The Contractor shall develop a local implementation team which must include, but is not limited to:
  - 2.1.1. Education and reproductive health professionals and agencies.
  - 2.1.2. Youth organizations and groups, as well as youth participants.
- 2.2. The Contractor shall implement at least one (1), but no more than two (2) curricula, based on local assessment and capacity of targeted area, which will best meet the community needs in the facilitation of the delivery of the Personal Responsibility Education Program, to be approved by the Department, which may include, but is (are) not limited to:
  - 2.2.1. Reducing the Risk curriculum in a high school setting.
  - 2.2.2. FOCUS curriculum in a community-based setting.
  - 2.2.3. Get Real curriculum in a school setting.
- 2.3. The Contractor shall ensure that each curriculum includes, but is not limited to:

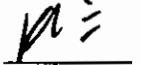
  
Date 4/2/19



Exhibit A Amendment #1

- 2.3.1. Information about abstinence.
- 2.3.2. Information about contraception.
- 2.4. The Contractor shall ensure that all adaptations to evidence based-curricula follow federal guidance and are approved by model developers.
- 2.5. The Contractor shall work with an evaluation specialist that is identified by the Department as appropriate.
- 2.6. The Contractor shall attend meetings which include, but are not limited to:
  - 2.6.1. Meetings required by the Department.
  - 2.6.2. Technical assistance sessions as required by the Department.
  - 2.6.3. Progress review meetings as required by the Department.
- 2.7. The Contractor shall participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans through collaboration with the local Public Health Regions, as may be appropriate, to enhance the implementation of community-based public health prevention initiatives being implemented by the Contractor.
- 2.8. The Contractor shall replicate evidence-based effective programs or substantially incorporate elements of effective programs that have been proven on the basis of rigorous scientific research to change behavior, which means delaying sexual activity, increasing contraceptive use for sexually active youth, or reducing pregnancy among youth.
- 2.9. The Contractor shall ensure that Adult Preparation Subjects include, but are not limited to, the following three (3) required subjects:
  - 2.9.1. Healthy Relationships- positive self-esteem and relationship dynamics.
  - 2.9.2. Healthy Life Skills- goal setting, negotiation, decision making communication, stress management, and interpersonal skills.
  - 2.9.3. Adolescent Development - healthy attitudes and values about adolescent growth, body image, and racial and ethnic diversity.
- 2.10. The Contractor shall replicate full program curricula with fidelity to the original content of the programs, but may add on components related to pregnancy prevention and prevention of sexually transmitted infections.
- 2.11. The Contractor shall ensure that any component that is added onto an evidence-based program must be well integrated into the program and should not alter the core components of the evidence-based program model. Model adaptations are subject to approval by the Department.
- 2.12. The Contractor shall ensure that all implemented programs are medically accurate, to mean that medical information must be verified or supported

*WS*  
4/2/19





Exhibit A Amendment #1

methods and published in peer-reviewed journals where applicable, or be comprised of information that leading professional organizations and agencies with relevant expertise in the field recognize as accurate, objective and complete.

- 2.13. The Contractor shall ensure that all education materials that are presented as factual will be grounded in scientific research. Any additions or modifications to evidence-based curricula must be reviewed and approved by the developers of the curriculum, the Department, and the U.S. Department of Health and Human Services, Administration on Children, Youth and Families (ACYF), to assure medical accuracy and program fidelity prior to implementation.
- 2.14. The Contractor shall participate in a national evaluation of the Personal Responsibility Education Program if the program is selected for the evaluation.

### 3. Reporting

- 3.1. The Contractor shall report to the Department of Health and Human Services (DHHS), all required data on program activities and evaluation to include, but not limited to, output measures, fidelity/adaptations, implementation and capacity building, outcome measures, and community data.
- 3.2. The Contractor shall comply with the requirements of Section 513 of PREP throughout the term of the contract. (Sec. 513. [42 U.S.C. 713] (a) Allotments to States). Key findings that will be incorporated that cross over all of the approved curricula include, but may not be limited to:
  - 3.2.1. Increasing the understanding of the benefits of delaying sexual activity and/or the intention to remain abstinent.
  - 3.2.2. Increasing the understanding of contraceptives and how to access contraception if their choice is to remain sexually active or to engage in sexual activity.
  - 3.2.3. Increasing the understanding of how their values, beliefs and attitudes impact their sexual health, and their lives overall.
  - 3.2.4. Increasing the understanding of skills to reduce sexual risk taking and improving communication with parents, sexual partners, and health care providers.
- 3.3. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any key staff person essential to carrying out this scope of services is hired to implement the program. A resume of the employee shall accompany this notification.
- 3.4. The Contractor shall notify the Department in writing if the executive director or program coordinator position is vacant for more than three months. This may be done through a budget revision. In addition, the Department must be notified in writing

*W*  
4/2/19



Exhibit A Amendment #1

- 3.5. The Contractor shall notify the Department if at any time any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.
- 3.6. The contractor shall provide training to appropriate staff on the selected approved PREP curricula.
- 3.7. The Contractor shall incorporate the required performance measures listed in Section 4 below within a Performance Logic Model format. Reports on progress and outcomes shall detail the plans and activities that monitor and evaluate the agency's progress toward performance measure targets.
- 3.8. At intervals specified by the Department, the Contractor shall report to the Department:
  - 3.8.1. Performance measures (data to be aggregated and analyzed by MCH Epidemiologist).
  - 3.8.2. Counts of unduplicated clients served by age, ethnicity and gender.
  - 3.8.3. The number of hours clients received in program and curriculum hours.
  - 3.8.4. The number of clients that completed the programs offered.
  - 3.8.5. The number of clients completing pre, post, and six (6) month follow up surveys.
  - 3.8.6. Program goals and objectives to demonstrate they have met the minimum required services.
  - 3.8.7. Fidelity/adaptations to evidence-based curricula.
  - 3.8.8. Implementation and capacity building (community partnerships, competence with working with targeted population).
  - 3.8.9. Participant outcome measures (behavioral, knowledge, intentions, confidence).
  - 3.8.10. Community data (STI, birth rates, etc.).
  - 3.8.11. Two (2) semi-annual narrative reports of progress, challenges, and opportunities.

**4. Performance Measures**

- 4.1. Among participants who complete the selected curricula, The Contractor shall ensure that following performance indicators are monitored to measure the effectiveness of the agreement:
  - 4.1.1. The percentage of participants who indicate that they are more likely to make healthy decisions about drugs and alcohol.
  - 4.1.2. The percentage of participants who indicate, if they were to have sexual intercourse in the next six (6) months, are more likely to use

*[Handwritten Signature]*  
4/2/19



Exhibit A Amendment #1

(or ask partner to use) at least one (1) the following methods of birth control:

- 4.1.2.1. Birth control pill.
- 4.1.2.2. Condoms.
- 4.1.2.3. The injective.
- 4.1.2.4. The patch.
- 4.1.2.5. The ring.
- 4.1.2.6. Intrauterine device.
- 4.1.2.7. Implant.
- 4.1.3. The percentage of participants who indicate, if they were to have sexual intercourse in the next six (6) months, are more likely to use (or ask partner to use) a condom.
- 4.1.4. The percentage of participants who indicate they are more likely to share ideas or talk about things that really matter with parent/guardian.
- 4.1.5. The percentage of participants who indicate they are more likely to say no to peer pressure.
- 4.1.6. The percentage of participants who indicate they are more likely to abstain from sexual intercourse in the next six (6) months.

**5. Deliverables**

- 5.1. The Contractor shall implement the chosen curricula for at least 125 participants each year in the city of Manchester.
- 5.2. The Contractor shall provide two (2) semi-annual narrative reports that describe progress, challenges, and opportunities for improvement.

*KN*  
9/2/19



New Hampshire Department of Health and Human Services  
Personal Responsibility Education Program (PREP) – City of Manchester

**Exhibit B Amendment #1**

**Method and Conditions Precedent to Payment**

1) Funding Sources:

1.1. \$780,000 = 100% federal funds from the US Department of Health and Human Services, Administration for Children and Families, CFDA #93.092, Federal Award Identification Number (FAIN), #1801NHPREP, \$130,000 in SFY 2017, \$130,000 in SFY 2018, \$130,000 in SFY 2019, \$130,000 in SFY 2020, \$130,000 in SFY 2021, \$130,000 in SFY 2022.

2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2.1. Payment for said services shall be made as follows:

2.1.1. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

2.1.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

2.1.3. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

2.2. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Department of Health and Human Services  
Division of Public Health Services

Email address: [DPHScontractbilling@dhhs.nh.gov](mailto:DPHScontractbilling@dhhs.nh.gov)

3) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available. Contractor will keep detailed records of their activities related to DHHS-funded activities and shall submit with monthly invoices.

4) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.

5) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

*HM*  
4/2/19

Exhibit B-1 Amendment #1  
SFY 2020 Budget

New Hampshire Department of Health and Human Services									
Contractor name		Manchester Community Health Center							
Budget Request for:		RFA-2017-DPHS-04-PERSO-01							
Budget Period:		July 1, 2019 - June 30, 2020 SFY 2020							
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	\$ 80,319.72	\$ 8,031.97	\$ 88,351.69	\$ -	\$ -	\$ -	\$ 80,319.72	\$ 8,031.97	\$ 88,351.69
2. Employee Benefits	\$ 16,047.10	\$ 1,604.71	\$ 17,667.13	\$ -	\$ -	\$ -	\$ 16,047.10	\$ 1,604.71	\$ 17,667.13
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 250.00	\$ 25.00	\$ 275.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 25.00	\$ 275.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 250.00	\$ 25.00	\$ 275.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 25.00	\$ 275.00
6. Travel	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 15,000.00	\$ 1,500.00	\$ 16,500.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 1,500.00	\$ 16,500.00
11. Staff Education and Training	\$ 5,315.00	\$ 531.50	\$ 5,846.50	\$ -	\$ -	\$ -	\$ 5,315.00	\$ 531.50	\$ 5,846.50
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 118,181.82</b>	<b>\$ 11,818.18</b>	<b>\$ 130,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 118,181.82</b>	<b>\$ 11,818.18</b>	<b>\$ 130,000.00</b>
Indirect As A Percent of Direct		10.0%							

Exhibit B-2 Amendment #1  
SFY 2021 Budget

New Hampshire Department of Health and Human Services									
Contractor name		Manchester Community Health Center							
Budget Request for:		RFA-2017-DPHS-04-PERSO-01							
Budget Period:		July 1, 2020 - June 30, 2021 SFY 2021							
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	\$ 81,645.01	\$ 8,164.50	\$ 89,809.51	\$ -	\$ -	\$ -	\$ 81,645.01	\$ 8,164.50	\$ 89,809.51
2. Employee Benefits	\$ 16,321.81	\$ 1,632.18	\$ 17,953.99	\$ -	\$ -	\$ -	\$ 16,321.81	\$ 1,632.18	\$ 17,953.99
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 200.00	\$ 20.00	\$ 220.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 20.00	\$ 220.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 200.00	\$ 20.00	\$ 220.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 20.00	\$ 220.00
6. Travel	\$ 700.00	\$ 70.00	\$ 770.00	\$ -	\$ -	\$ -	\$ 700.00	\$ 70.00	\$ 770.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 15,000.00	\$ 1,500.00	\$ 16,500.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 1,500.00	\$ 16,500.00
11. Staff Education and Training	\$ 4,115.00	\$ 411.50	\$ 4,526.50	\$ -	\$ -	\$ -	\$ 4,115.00	\$ 411.50	\$ 4,526.50
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 118,181.82	\$ 11,818.18	\$ 130,000.00	\$ -	\$ -	\$ -	\$ 118,181.82	\$ 11,818.18	\$ 130,000.00
Indirect As A Percent of Direct		10.0%							

Exhibit B-3 Amendment #1  
SFY 2022 Budget

New Hampshire Department of Health and Human Services									
Contractor name		Manchester Community Health Center							
Budget Request for:		RFA-2017-DPHS-04-PERSO-01							
Budget Period:		July 1, 2021 - June 30, 2022 SFY 2022							
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	\$ 82,992.13	\$ 8,299.21	\$ 91,291.34	\$ -	\$ -	\$ -	\$ 82,992.13	\$ 8,299.21	\$ 91,291.34
2. Employee Benefits	\$ 18,574.69	\$ 1,657.47	\$ 17,667.13	\$ -	\$ -	\$ -	\$ 18,574.69	\$ 1,657.47	\$ 17,667.13
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 200.00	\$ 20.00	\$ 220.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 20.00	\$ 220.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 200.00	\$ 20.00	\$ 220.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 20.00	\$ 220.00
6. Travel	\$ 400.00	\$ 40.00	\$ 440.00	\$ -	\$ -	\$ -	\$ 400.00	\$ 40.00	\$ 440.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 15,000.00	\$ 1,500.00	\$ 16,500.00	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 1,500.00	\$ 16,500.00
11. Staff Education and Training	\$ 2,815.00	\$ 281.50	\$ 3,096.50	\$ -	\$ -	\$ -	\$ 2,815.00	\$ 281.50	\$ 3,096.50
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 118,181.82</b>	<b>\$ 11,818.18</b>	<b>\$ 130,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 118,181.82</b>	<b>\$ 11,818.18</b>	<b>\$ 130,000.00</b>
Indirect As A Percent of Direct		10.0%							



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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4/2/19





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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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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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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DHHS Information Security Requirements

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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



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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4/2/19



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



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

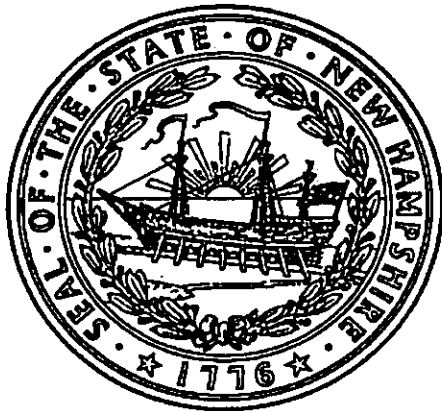
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANCHESTER COMMUNITY HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. 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: 175115

Certificate Number: 0004363175



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of January A.D. 2019.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Manchester Community Health Center.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 4/2/19:  
(Date)

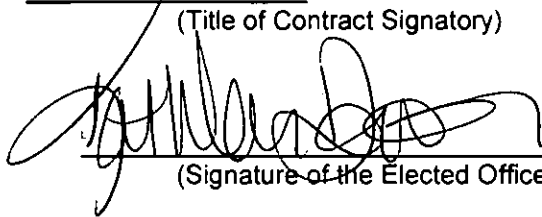
**RESOLVED:** That the Kris McCracken  
(Title of Contract Signatory)

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 2 day of April, 2019.  
(Date Contract Signed)

4. Kris McCracken is the duly elected President/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

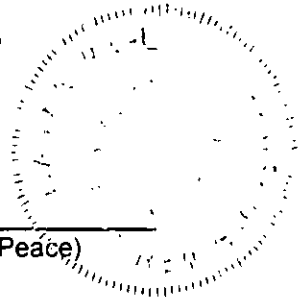
STATE OF NEW HAMPSHIRE

County of Hillsborough

The foregoing instrument was acknowledged before me this 2 day of April, 2019.

By Kathleen Davidson, Chair of the Board of Directors.  
(Name of Elected Officer of the Agency)

C. Wahl  
(Notary Public/Justice of the Peace)



(NOTARY SEAL)

**CLAUDIA WAHL, Notary Public**  
**My Commission Expires December 3, 2019**

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/1/2019

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).

<b>PRODUCER</b> License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	<b>CONTACT NAME:</b> Ann Morse, CIC <b>PHONE (A/C, No, Ext):</b> (603) 716-2367 <b>FAX (A/C, No):</b> (603) 622-2854 <b>E-MAIL ADDRESS:</b> amorse@clarkinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Selective Insurance Company of the Southeast <b>INSURER B:</b> AIX Specialty Insurance Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 39926 12833
<b>INSURED</b>  Manchester Community Health Center MCHC 145 Hollis Street Manchester, NH 03101		

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			S 2291045	11/1/2018	11/1/2019	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 \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	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			S 2291045	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 2291045	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 9057737	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	FTCA GAP Liability			L1VA515491	7/1/2018	7/1/2019	Per Claim 1,000,000
B	FTCA GAP Liability			L1VA515491	7/1/2018	7/1/2019	Aggregate 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

NH Dept of Health & Human Services (DHHS)	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, Vision and Core Values*

### *Mission*

To improve the health and well-being of our patients and the communities we serve by leading the effort to eliminate health disparities by providing exceptional primary and preventive healthcare and support services which are accessible to all.

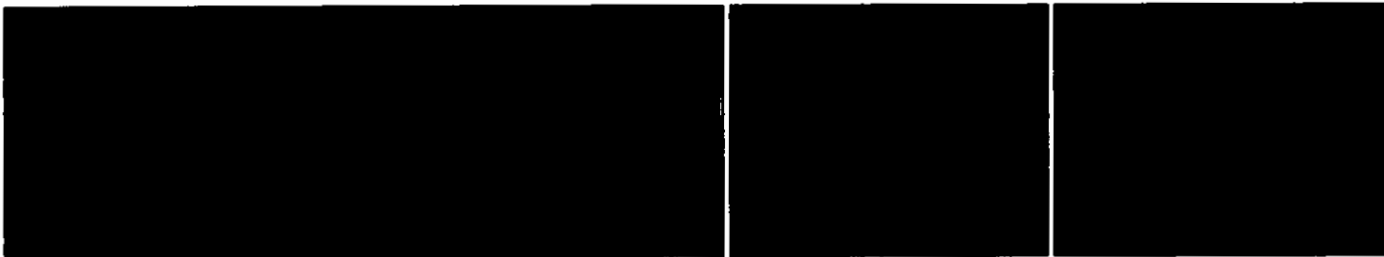
### *Vision*

MCHC will become the provider of choice for comprehensive primary health care by achieving the triple aim of better health outcomes, better patient care, and lowered costs through using innovative care models and strong community partnerships. MCHC will meet our mission by using evidence-based care that is patient-centered, engages families, removes barriers, and promotes well-being and healthy lifestyles through patient empowerment and education.

### *Core Values*

We will promote wellness, provide exceptional care, and offer outstanding services so that our patients achieve and maintain their best possible health. We will do this through fostering an environment of respect, integrity and caring for all stakeholders in our organization.

ADOPTED: 01/28/2014



**FINANCIAL STATEMENTS**

June 30, 2018 and 2017

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Manchester Community Health Center

We have audited the accompanying financial statements of Manchester Community Health Center, which comprise the balance sheets as of June 30, 2018 and 2017, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

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

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the 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 Manchester Community Health Center as of June 30, 2018 and 2017, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
March 29, 2019

**MANCHESTER COMMUNITY HEALTH CENTER**

**Balance Sheets**

**June 30, 2018 and 2017**

**ASSETS**

	<u>2018</u>	<u>2017</u>
Current assets		
Cash and cash equivalents	\$ 1,045,492	\$ 671,890
Patient accounts receivable, less allowance for uncollectible accounts of \$1,219,080 in 2018 and \$1,702,394 in 2017	1,842,714	2,058,763
Grants and other receivables	465,850	942,811
Prepaid expenses	<u>162,423</u>	<u>131,702</u>
Total current assets	3,516,479	3,805,166
Investment in limited liability company	22,589	20,298
Property and equipment, net	<u>4,650,347</u>	<u>4,362,418</u>
Total assets	<u>\$ 8,189,415</u>	<u>\$ 8,187,882</u>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Line of credit	\$ 1,185,000	\$ 810,000
Accounts payable and accrued expenses	583,461	1,057,214
Accrued payroll and related expenses	1,116,406	1,059,280
Current maturities of long-term debt	<u>53,722</u>	<u>52,316</u>
Total current liabilities	2,938,589	2,978,810
Long-term debt, less current maturities	<u>1,153,279</u>	<u>1,206,475</u>
Total liabilities	<u>4,091,868</u>	<u>4,185,285</u>
Net assets		
Unrestricted	3,392,211	3,091,080
Temporarily restricted	603,978	810,159
Permanently restricted	<u>101,358</u>	<u>101,358</u>
Total net assets	<u>4,097,547</u>	<u>4,002,597</u>
Total liabilities and net assets	<u>\$ 8,189,415</u>	<u>\$ 8,187,882</u>

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



**MANCHESTER COMMUNITY HEALTH CENTER**

**Statements of Operations**

**Years Ended June 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Operating revenue		
Patient service revenue	\$ 9,898,890	\$ 9,734,445
Provision for bad debts	<u>(749,930)</u>	<u>(1,687,439)</u>
Net patient service revenue	9,148,960	8,047,006
Grants, contracts and support	7,304,866	7,027,192
Other operating revenue	180,701	109,815
Net assets released from restriction for operations	<u>1,027,841</u>	<u>716,090</u>
Total operating revenue	<u>17,662,368</u>	<u>15,900,103</u>
Operating expenses		
Salaries and benefits	13,316,043	12,556,077
Other operating expense	4,314,950	4,579,067
Depreciation	402,532	336,129
Interest expense	<u>91,771</u>	<u>54,071</u>
Total operating expenses	<u>18,125,296</u>	<u>17,525,344</u>
Deficiency of revenue over expenses	<b>(462,928)</b>	<b>(1,625,241)</b>
Grants for capital acquisition	-	69,001
Net assets released from restriction for capital acquisition	<u>764,059</u>	<u>328,693</u>
Increase (decrease) in unrestricted net assets	<u>\$ 301,131</u>	<u>\$ (1,227,547)</u>

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

**MANCHESTER COMMUNITY HEALTH CENTER**

**Statements of Changes in Net Assets**

**Years Ended June 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Unrestricted net assets		
Deficiency of revenue over expenses	\$ (462,928)	\$ (1,625,241)
Grants for capital acquisition	-	69,001
Net assets released from restriction for capital acquisition	<u>764,059</u>	<u>328,693</u>
Increase (decrease) in unrestricted net assets	<u>301,131</u>	<u>(1,227,547)</u>
Temporarily restricted net assets		
Contributions	1,585,719	1,273,242
Net assets released from restriction for operations	(1,027,841)	(716,090)
Net assets released from restriction for capital acquisition	<u>(764,059)</u>	<u>(328,693)</u>
(Decrease) increase in temporarily restricted net assets	<u>(206,181)</u>	<u>228,459</u>
Change in net assets	94,950	(999,088)
Net assets, beginning of year	<u>4,002,597</u>	<u>5,001,685</u>
Net assets, end of year	<u>\$ 4,097,547</u>	<u>\$ 4,002,597</u>

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

**MANCHESTER COMMUNITY HEALTH CENTER**

**Statements of Cash Flows**

**Years Ended June 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ 94,950	\$ (999,088)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Provision for bad debts	749,930	1,687,439
Depreciation	402,532	336,129
Equity in earnings from limited liability company	(2,291)	(4,095)
Contributions and grants for long-term purposes	(475,001)	(726,960)
(Increase) decrease in the following assets		
Patient accounts receivable	(533,881)	(1,690,516)
Grants and other receivables	476,961	(376,416)
Prepaid expenses	(30,721)	(11,650)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(152,163)	573,177
Accrued payroll and related expenses	57,126	125,077
Net cash provided (used) by operating activities	<u>587,442</u>	<u>(1,086,903)</u>
Cash flows from investing activities		
Release of board-designated reserves	-	150,000
Capital expenditures	<u>(1,012,051)</u>	<u>(902,418)</u>
Net cash used by investing activities	<u>(1,012,051)</u>	<u>(752,418)</u>
Cash flows from financing activities		
Contributions and grants for long-term purposes	475,001	726,960
Proceeds from line of credit	450,000	920,000
Payments on line of credit	(75,000)	(110,000)
Payments on long-term debt	<u>(51,790)</u>	<u>(50,522)</u>
Net cash provided by financing activities	<u>798,211</u>	<u>1,486,438</u>
Net increase (decrease) in cash and cash equivalents	373,602	(352,883)
Cash and cash equivalents, beginning of year	<u>671,890</u>	<u>1,024,773</u>
Cash and cash equivalents, end of year	<u>\$ 1,045,492</u>	<u>\$ 671,890</u>
Supplemental disclosures of cash flow information		
Cash paid for interest	\$ 91,771	\$ 54,071
Capital expenditures in accounts payable	-	321,590

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

# MANCHESTER COMMUNITY HEALTH CENTER

## Notes to Financial Statements

June 30, 2018 and 2017

### 1. Summary of Significant Accounting Policies

#### Organization

Manchester Community Health Center (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive family oriented primary healthcare services which meet the needs of a diverse community, regardless of age, ethnicity or income.

#### Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. 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 generally 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 collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each individual payer. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

**MANCHESTER COMMUNITY HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018 and 2017**

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2018</u>	<u>2017</u>
Balance, beginning of year	\$ 1,702,394	\$ 1,391,757
Provision	749,930	1,687,439
Write-offs	<u>(1,233,244)</u>	<u>(1,376,802)</u>
Balance, end of year	<u>\$ 1,219,080</u>	<u>\$ 1,702,394</u>

The decrease in the provision and resulting allowance is due to a decrease in accounts receivable as a result of improved billing and collection processes.

**Grants and Other Receivables**

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

**Investment in Limited Liability Company**

The Organization is one of eight partners who each made a capital contribution of \$500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method.

**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 unrestricted net assets 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 temporarily restricted net assets. Absent explicit continuing donor stipulations, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

# MANCHESTER COMMUNITY HEALTH CENTER

## Notes to Financial Statements

June 30, 2018 and 2017

### **Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor. Restricted grants received for capital acquisitions are reported as temporarily restricted net assets in the period received, and expirations of those donor restrictions are reported when the acquired long-lived assets are placed in service and donor-imposed restrictions are satisfied.

Permanently restricted net assets include net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

### **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 unconditionally received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the 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.

### **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 FQHCs and other identified entities at a reduced price. The Organization 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 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.

**MANCHESTER COMMUNITY HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018 and 2017**

**Charity Care**

The Organization 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 Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

**Functional Expenses**

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2018</u>	<u>2017</u>
Program services	\$15,680,929	\$15,198,514
Administrative and general	2,257,325	2,138,503
Fundraising	<u>187,042</u>	<u>188,327</u>
Total	<u>\$18,125,296</u>	<u>\$17,525,344</u>

**Deficiency of Revenue Over Expenses**

The statements of operations reflect the deficiency of revenue over expenses. Changes in unrestricted net assets 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 March 29, 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.

**MANCHESTER COMMUNITY HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018 and 2017**

**2. Property and Equipment**

Property and equipment consists of the following:

	<u>2018</u>	<u>2017</u>
Land	\$ 81,000	\$ 81,000
Building and leasehold improvements	5,105,431	4,327,993
Furniture and equipment	<u>1,961,844</u>	<u>1,693,049</u>
 Total cost	 7,148,275	 6,102,042
Less accumulated depreciation	<u>2,502,418</u>	<u>2,099,884</u>
 Construction-in-process	 <u>4,645,857</u> <u>4,490</u>	  <u>4,002,158</u> <u>360,260</u>
 Property and equipment, net	 <u>\$ 4,650,347</u>	 <u>\$ 4,362,418</u>

**3. Line of Credit**

The Organization has a \$1,500,000 line of credit demand note with a local banking institution. The line of credit is collateralized by all assets. The interest rate is LIBOR plus 3.5% (5.53% at June 30, 2018). There was an outstanding balance on the line of credit of \$1,185,000 and \$810,000 at June 30, 2018 and 2017, respectively.

The Organization has a formal commitment from the bank dated January 28, 2019 to refinance \$500,000 of the outstanding balance of the line of credit in conjunction with the refinancing of the Organization's mortgage discussed in Note 4. The maximum borrowing on the line of credit will be reduced to \$1,000,000 with an established pay-down plan on the balance.

**4. Long-Term Debt**

Long-term debt consists of the following:

	<u>2018</u>	<u>2017</u>
Note payable, with a local bank (see terms below)	\$ 1,194,313	\$ 1,240,109
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), payable in monthly installments of \$513, including interest at 1.00%, due July 2020, collateralized by all business assets	<u>12,688</u>	<u>18,682</u>
 Total long-term debt	 1,207,001	 1,258,791
Less current maturities	<u>53,722</u>	<u>52,316</u>
 Long-term debt, less current maturities	 <u>\$ 1,153,279</u>	 <u>\$ 1,206,475</u>



# MANCHESTER COMMUNITY HEALTH CENTER

## Notes to Financial Statements

June 30, 2018 and 2017

The Organization has a promissory note with Citizens Bank, N. A. (Citizens) for the purchase of the medical and office facility in Manchester, New Hampshire. The note is collateralized by the real estate. The note has a balloon payment due December 1, 2018 which previously was paid based on an amortization rate of 25 years. The note bears interest at a variable interest rate adjusted annually on July 1 based on the Organization's achievement of two operating performance milestones (2.8667% at June 30, 2018). NHHEFA is participating in the lending for 30% of the promissory note. Under the NHHEFA program, the interest rate on that portion is approximately 30% of the interest rate charged by Citizens.

The Organization is required to meet an annual minimum working capital and debt service coverage as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. The Organization failed to meet the minimum working capital requirement at June 30, 2018 and received a one-time waiver of default from Citizens.

As discussed in Note 3, the Organization has formal commitment from Citizens dated January 28, 2019 to refinance the debt up to \$1,670,000, which includes a \$500,000 paydown on the line of credit. NHHEFA will continue to participate in the lending for up to \$450,000. Payments of principal and interest will be based on a 25 year amortization schedule with a balloon payment at the Organization's option of 5, 7, or 10 years from closing. The interest rate will be fixed just prior to closing, based on Citizens' cost of funds plus a spread of 90 to 125 basis points, depending on the term option chosen.

### 5. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following as of June 30:

	<u>2018</u>	<u>2017</u>
Temporarily restricted		
Program services	\$ 365,301	\$ 148,927
Child health services	162,045	269,272
Capital improvements	<u>76,632</u>	<u>391,960</u>
Total	<u>\$ 603,978</u>	<u>\$ 810,159</u>
Permanently restricted		
Working capital	<u>\$ 101,358</u>	<u>\$ 101,358</u>

**MANCHESTER COMMUNITY HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018 and 2017**

**6. Patient Service Revenue**

Patient service revenue follows:

	<u>2018</u>	<u>2017</u>
Gross charges	<b>\$17,126,053</b>	\$16,357,934
340B pharmacy revenue	<u>1,343,871</u>	<u>919,437</u>
Total gross revenue	<b>18,469,924</b>	17,277,371
Contractual adjustments	<b>(6,929,944)</b>	(6,088,033)
Sliding fee scale discounts	<u>(1,641,090)</u>	<u>(1,454,893)</u>
Total patient service revenue	<b><u>\$ 9,898,890</u></b>	<b><u>\$ 9,734,445</u></b>

Revenue from the Medicaid and Medicare programs accounted for approximately 51% and 9%, respectively, of the Organization's gross patient service revenue for the year ended June 30, 2018 and 52% and 9%, respectively, for the year ended June 30, 2017. 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.

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 Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

**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.

**MANCHESTER COMMUNITY HEALTH CENTER**

**Notes to Financial Statements**

**June 30, 2018 and 2017**

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. 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 free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to \$1,882,644 and \$1,620,083 for the years ended June 30, 2018 and 2017, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

**7. Retirement Plan**

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed \$338,779 and \$289,444 for the years ended June 30, 2018 and 2017, respectively.

**8. Concentration of Risk**

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating 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. Following is a summary of accounts receivable, by funding source, at June 30:

	<u>2018</u>	<u>2017</u>
Medicare	13 %	14 %
Medicaid	23 %	42 %
Other	<u>64 %</u>	<u>44 %</u>
	<u>100 %</u>	<u>100 %</u>

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 years ended June 30, 2018 and 2017, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 76% and 79%, respectively, of grants, contracts and support revenue.

MANCHESTER COMMUNITY HEALTH CENTER

Notes to Financial Statements

June 30, 2018 and 2017

9. 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 June 30, 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:

2019	\$ 148,927
2020	101,315
2021	83,318
2022	74,276
2023	75,465
Thereafter	<u>57,275</u>
Total	<u>\$ 540,576</u>

Rent expenses amounted to \$241,375 and \$269,771 for the years ended June 30, 2018 and 2017, respectively.

**BOARD OF DIRECTORS 2019-2020**  
**MANCHESTER COMMUNITY HEALTH CENTER**

**BOARD OF DIRECTORS 2019-2020 -MCHC**

<b>Name</b>	<b>Title</b>
Idowu "Sam" Edokpolo	Director
Catherine Marsellos	Vice Chair
Som Gurung	Director
Mohammad "Saleem" Yusuf	Director
David Crespo	Secretary
Angella Chen-Shadeed	Director
Dennis "Danny" Carlsen	Director
Sonya Friar	Director
Maria Mariano	Director
Phillip Adams	Director
Kathleen Davidson	Chair
Richard Elwell	Treasurer
David Hildenbrand	Director
Linda Langsten	Director
Dawn McKinney	Director
Oreste "Rusty" Mosca	Director

# **Katherine T. Benoit**



## **Education**

College of Charleston, Charleston SC, Class of 2017

- Bachelor of Arts in Public Health / Minor in Communication
- Relevant Courses: Epidemiology, Global Health, Women's Health Issues, Health Communication

Souhegan High School, (SHS) Amherst, New Hampshire, Class of 2013

## **Experience**

Family Enrichment Program and Volunteer Coordinator AmeriCorps VISTA, Child Health Services at Manchester Community Health Center, July 2017 - July 2018

- Recruited and managed volunteers
- Coordinated and managed enrichment programs including:
  - Family Literacy Program
  - Tutoring Program
  - Food Pantry and Donation Program
- Built program capacity and sustainability
- Gained experience accessing and connecting individuals with resources

Internship, My Sister's House (Domestic Violence Shelter/Advocacy Program) Charleston, Spring 2017

- Trained in court advocacy and crisis call line monitoring
- Participated in court advocacy for family and domestic violence court
- Worked directly with case managers and residents of the shelter
- Shadowed administration of My Sister's House

Extended School Year (ESY) Paraprofessional, SAU 39 Amherst, NH. Summer 2013-2016

- Provided one on one aid to children with special needs
- Assisted classroom teachers
- Gained management skills and practical experience in a classroom

Member/Volunteer of Best Buddies International at the College of Charleston 2013-2015

- Paired with an individual with special needs, attended Best Buddy events

Group Workcamps, COOS Youth Community Service Volunteer Year Round 2010-2013

- Attended three, week-long service trips (each summer)
- Administered home repair, painting and light carpentry, wheelchair ramps for handicap access for elderly and others in need

*References available upon request.*

# Kayla Putnam



## EDUCATION

### **Simmons College, School of Social Work Boston, MA**

*Advanced Standing Master of Social Work Candidate*

Anticipated Graduation: September 2017

### **University of New Hampshire, Department of Social Work Durham, NH**

*Bachelor of Science in Social Work*

September 2011 - July 2016

## EXPERIENCE

### **Child Health Services/Manchester Community Health Center, Manchester, NH**

*Bachelor of Social Work Intern*

JANUARY 2016 - PRESENT

- Working to meet the needs of the health center's diverse patient base, most of whom live below the federal poverty line
- Providing case management to adults, children and families; connecting patients to community resources
- Facilitating FOCUS, an evidenced-based STI and pregnancy prevention curriculum, to the health center's adolescent patients
- Outreaching local organizations to find new partnerships where the FOCUS program can be taught
- Gaining behavioral health skills by shadowing counselors and participating in weekly assessment and diagnosis trainings

### **New Generation, Inc., Greenland, NH**

*Case Manager/Resident Support Staff*

AUGUST 2014 - AUGUST 2016

- Conducting intake interviews for potential residents of an 11-bed homeless shelter serving pregnant women and infants
- Assessing each resident's needs and creating individualized action plans
- Connecting clients to resources, such as state benefits, health care, housing and more
- Developing educational programming for the shelter, including parenting, nutrition, and financial literacy classes
- Supervising a team of six resident support staff members and providing on-call support as crises arise
- Writing grants and organizing fundraisers as a member of the shelter's Development Committee

### **Intimate Partner Violence Research Laboratory, Durham, NH**

*Research Assistant*

MAY 2014 - JUNE 2015

- Researched the dynamics of sexual assault and dating violence using a feminist model of intimate partner violence
- Worked on a longitudinal study of college women's leaving processes in relationships with IPV
- Assisted in formative evaluations for Bringing in the Bystander, a dating violence prevention program for high schoolers

### **One Sky Community Services, Portsmouth, NH**

*Direct Support Professional*

APRIL 2013 - MAY 2014

- Providing empathetic, respectful, one-on-one care for individual living with developmental disabilities
- Used therapeutic interventions to increase client's skills in the realms of language, social skills, and daily living

### **Harvard School of Public Health, Boston, MA**

*Research Intern*

SUMMER 2010, 2011

- Conducted research on the relationship between the mucosal immune system and gut microbiota
- Assisted in general lab duties including performing ELISAs, co-cultures, bacterial strain propagation, and tissue sample processing

# Kayla Putnam



## VOLUNTEERING

### Peer Advocate

#### *Sexual Assault, Harassment, and Rape Prevention Program (SHARPP)*

- Completed 60 hours of training on intimate partner violence, stalking, and sexual assault to be covered by privileged communication under NH law
- Responding to calls on SHARPP's 24-hour crisis line with compassion while providing survivors with available resources
- Accompanying survivors to hospitals and police stations when requested

### Teaching Assistant

#### *University of New Hampshire, Department of Social Work*

- Provided supervised instruction for two courses: Interventions with Individuals and Families, and Interventions with Groups, Organizations and Communities
- Giving students constructive feedback, holding weekly office hours, grading final papers

## TRAININGS AND CERTIFICATIONS

### Crisis Prevention Intervention (CPI)

#### *NH Department of Health and Human Services*

Certified in recognizing conflict and intervening with deescalation techniques that are respectful and safe.

### Certified Application Counselor

#### *Centers for Medicaid and Medicare Services*

Conducting outreach and facilitating patient enrollment in Medicaid and Marketplace (ACA) health insurance plans.

### CPR/AED/First Aid Certified

#### *American Red Cross*

Re-certified in April 2016; valid until April 2018.

## AWARDS

### BSW Student of the Year, 2016

#### *New Hampshire National Association of Social Workers (NASW)*

### John G. Winant Fellowship Recipient, 2016

#### *University of New Hampshire's Carsey Institute for Public Policy*



CATHERYN BURCHETT

**EXPERIENCE**

**Child Health Services, Manchester, NH**

*Family Support and Behavioral Health Program Manager*

April 2010 – Present

- Manage the Family Support and Behavioral Health Programs for a community-based medical clinic serving over 1500 low income children and their families in Manchester, NH.
- Supervise six full-time social service staff along with MSW student interns and VISTA volunteers.
- Develop and manage funding resources including local, state, and federal grant opportunities.
- Participate in local and statewide policy development and implementation around child and adolescent health.
- Member of Child Health Services Management Team participating in all aspects of agency planning and development.

**Child Health Services – Teen Health Clinic, Manchester, NH**

*Teen Health Clinic Coordinator*

March 2008 – March 2010

*Social Worker*

May 2005 – March 2010

- Provided information and referral, case management, and crisis intervention services to patients and families.
- Developed and implemented health education and prevention programming targeting adolescents.
- Developed, coordinated, and facilitated education and support groups for patients and families.
- Provided technical assistance to local providers and the community on adolescent health issues.
- Participated in local and statewide policy development and implementation around adolescent health issues.

**Southern New Hampshire Medical Center, Nashua, NH**

*Clinical Social Worker*

2004-2005

- Provided crisis intervention, case management, and supportive counseling services to patients and families.
- Provided referrals and resources as well as supportive counseling to oncology patients and their families in both inpatient and outpatient settings.
- Participated in hospital and community oncology related planning committees and initiatives.

**Healthy Mothers, Health Babies, Seattle, WA**

*Hepatitis B Project Coordinator*

2002-2003

- Developed, implemented, and managed statewide program to increase awareness of and immunization against hepatitis B.
- Participated in development and implementation of statewide immunization policy and project planning.
- Developed targeted hepatitis B prevention programs for specific high-risk populations including youth in secondary and high schools; youth in juvenile detention centers; and recent immigrant Asian and Pacific Islander communities.
- Provided professional consultation and technical assistance to local health jurisdictions, providers, and the community on hepatitis B prevention.

**Washington Health Foundation, Seattle, WA**

*Statewide Campaign Coordinator, Campaign for Kids 2001* 1999-2001

- Developed, implemented and managed statewide program to increase enrollment of children in Medicaid and other health coverage plans.
- Provided policy and program analysis and developed advocacy strategies in support of improving access to healthcare; initiated and facilitated community discussion and input into state health policy and planning.
- Wrote and produced a high quality and innovative quarterly newsletter in support of the program.
- Managed VISTA volunteers at project sites around the state.
- Wrote major sections of Robert Wood Johnson Foundation grant and reports in support of the program.

*Women's Healthcare Coordinator*

1997-1999

- Developed and coordinated women's healthcare programming for the Community Health Access Program
- Identified and responded to gaps in healthcare access in the Seattle/King County community.

**University of Washington Medical Center, Seattle, WA**

*Medical Social Worker, Women's and Children's Team* 1994-1995

- Provided crisis intervention and case management services to patients and families.
- Developed, coordinated, and facilitated community education programs and family support groups.

*Social Work Intern*

1993-1994

- Provided crisis intervention and case management services to patients and families.
- Participated in various social services and healthcare community networks and advocacy groups.

**YWCA of Seattle/King County, Seattle, WA**

*Social Work Intern* 1992-1993

- Developed and prepared grant proposals for funding of emergency housing and job training programs and resources.
- Developed, prepared, and facilitated community job search support group for women.

**US West New Vector Group, Bellevue, WA**

*Administrator, Purchasing and Materials Systems* 1989-1994

- Provided system administration and support services and managed purchasing database.
- Developed and facilitated education and training programs for Purchasing and Materials Management departments.

**Resource Center for Women and Families, Somerville, NJ**

*Case Manager* 1986-1989

- Provided case management, counseling, and advocacy services to women and children in residential domestic violence program.
- Developed, coordinated, and facilitated support groups volunteer trainings and community education programs; supervised volunteers and student interns.

**Morris County ARC, Morristown, NJ**

*Assistant Manager* 1986

- Provided case management, counseling, and advocacy services to developmentally disabled adults in residential program.
- Managed operation of residence and supervision of staff

**EDUCATION**

**University of Washington, Seattle, WA** 1994  
MSW, Social Work  
GPA 3.87

**Tufts University, Medford, MA** 1985  
BA Sociology  
Graduated Cum Laude

→ PG: H secured for  
1st

? yes and  
PG did not  
interview  
→ need ap completed  
→ PG interview alone  
8/13 8/24 msg

Kristin R. Fossum



**OBJECTIVE;** To provide quality social services and educational tools to empower children and families

**EDUCATION:** New Hampshire Community Technical College  
15 Early Childhood Education Credits

University of New Hampshire, Durham, NH  
Bachelor of Science: Child and Family Studies- May 2001

University of New Hampshire, Durham, NH  
Bachelor of Science: Nursing- May 1999

- Clinical Experience in mental health, community health, med/surg, labor and delivery and oncology nursing
- Obtained registered nurse license in August 1999

worked as  
nurse?  
medical setting?  
children vs parents

**WORK**

**EXPERIENCE:** KinderCare Learning Center, Merrimack, NH  
Pre-Kindergarten Teacher March 2005-Present

Left

- Responsible for implementing and supplementing curriculum to encourage and challenge multi-age children
- Responsible for daily classroom management and parent communication
- Oversee the Kelsey's Learning Adventures and ABC Music and Me programs as the program leader

VNA Child Care Center, Manchester, NH  
Lead Kindergarten Teacher January 2001-December 2005  
Associate Kindergarten Teacher September 2001-December 2001

- Educated children of varying cognitive levels and physical abilities by planning and implementing curriculum.
- Positively motivated children with varying behavioral and emotional challenges to become enthusiastic members of the classroom environment.
- Encouraged creativity and arts exploration through various classroom activities.
- Served as classroom representative for IEP and various testing result meetings.

- Increased awareness of health and social support networks by referring families in need to nurse/family resource coordinator.

**Families First of The Greater Seacoast, Portsmouth, NH**

**Family and Child Studies Student Intern September 2000- May 2001**

- Enhanced parental knowledge of child growth and development by aiding in the organization of a Babytime parenting group.
- Responsible for the child care for the Single Parents Support Group.
- Provided post partum support and infant development education through home-visiting for three months to one area mother.
- Shadowed prenatal post partum home visitor for entire course of study.

# Elleanor C. J. Mackenzie

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## EDUCATION

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**University of New Hampshire - Durham, NH**

**September 2015**

*Bachelor of Science: Double Major - Social Work & Women's Studies*

*GPA: 3.56*

- UNH Dean's List: Honors, Spring 2012 and Fall 2013, High honors, Spring 2014 and Fall 2014
- Women's Studies Undergraduate Research Award Spring 2014

*Masters in Social Work*

*Expected: May 2019*

*Current GPA: 3.86*

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## RELATED EXPERIENCE

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**Manchester Community Health Center- Child Health Services**

**May 2018- Current**

*MSW Intern*

- Working as a Behavioral Health Consultant with the primary care team to address behavioral, emotional and mental health concerns for patient's, age 1-19.
- Learning to provide traditional mental health services (i.e. psychotherapy) to patients from ages 5-19.
- Facilitating sexual and reproductive health education classes to middle and high school age children.

**Planned Parenthood of Northern New England – Exeter, Derry and Manchester, NH and Burlington, VT**

*Health Care Associate*

**February 2016- March 2018**

- Efficiently checked people in and out of their appointments, schedule appointments, process medical records, input needed medical information into EHR/EPM and perform other front office responsibilities.
- Provided sexual and reproductive health education in person and over the phone.
- Provided intakes, i.e. going over pertinent sexual, social, medical and surgical history with patients.
- Performed blood draws, injections, pregnancy and HIV tests, and other clinical support.

*Marketplace Assister*

**August 2015- February 2016**

- Provided in-person assistance to help consumers access the healthcare system.
- Presented information about the Affordable Care Act, health literacy and other related topics to the community.
- Processed applications, scheduled appointments, maintained community outreach and other administrative tasks.

**New Generation Inc. - Greenland, NH**

**January – August 2015**

*Direct Service Intern*

- Provided case management to clients by supporting their personal and program goals.
- Connected clients with local resources such as employment, education, housing, mental health, prenatal health and government benefits that they are eligible for.
- Entered and analyzed data surrounding the Parenting Program, which aims to improve positive parenting skills and has shown proven results.
- Performed day to day tasks such as assisting clients with appointments, transportation, organization and meal planning.

**Planned Parenthood of Northern New England - Portland, ME**

**June- August 2014**

*Women's Health Organizing Intern*

- Planned and ran events that promoted local politicians and Planned Parenthood's mission as well as worked with local businesses to achieve the goals.
  - Recruited and organized volunteers to work on local political campaigns
  - Worked on day to day tasks such as data entry, press writing and planning for meetings.
- 

## LEADERSHIP & CAMPUS INVOLVEMENT

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**Sexual Harassment and Rape Prevention Program: UNH**

**September 2013- September 2015**

*Sexual Assault Advocate*

- Connected survivors to needed resources such as the hospital, police station and counseling services.
- Provided on-call assistance in order to provide care and information for a survivor whenever needed.
- Supported and advocated for survivors of sexual assault over the phone and in person.

**Carsey Institute, Intimate Partner Violence Research Lab: UNH**

**January 2014 –January 2015**

*Research Assistant*

- Worked on transcriptions, data collection, data entry and data analysis.

- Researched the impact and effect of intimate partner violence on women and men both on and off campus.
- Transcribed phenomenological interviews and entered/analyzed the data.

**Women's Studies Department: UNH**

**September - December 2013**

*Office Intern*

- Wrote department monthly newsletters for one academic year based on interviews that were conducted.
- Promoted the program through media and other outlets.
- Performed other need office tasks.

**Habitat for Humanity - Birmingham, AL**

**January 2012**

*Alternative Break Volunteer*

- Spent UNH winter break volunteering to build houses for low-income families in Birmingham, Alabama.

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Contractor Name:** Manchester Community Health Center

**Name of Program:** Personal Responsibility Education Program (PREP)

BUDGET PERIOD: SFY 20				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Putnam, Kayla	PREP Coordinator	\$59,987	40.00%	\$23,994.88
Burchett, Katy	Director of Social Services	\$81,058	2.50%	\$2,026.44
Fossum, Kristin	Nurse/Health Educator	\$61,235	12.50%	\$7,654.40
To be determined	Health Educator	\$37,440	11.25%	\$4,212.00
Mackenzie, Eleanor	Health Educator	\$34,944	100.00%	\$34,944.00
Benoit, Katherine	Outreach Worker	\$7,488	100.00%	\$7,488.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$80,319.72</b>

BUDGET PERIOD: SFY 21				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Putnam, Kayla	PREP Coordinator	\$60,977	40.00%	\$24,390.80
Burchett, Katy	Director of Social Services	\$82,395	2.50%	\$2,059.88
Fossum, Kristin	Nurse/Health Educator	\$62,246	12.50%	\$7,780.70
To be Determined	Health Educator	\$38,058	11.25%	\$4,281.50
Mackenzie, Eleanor	Health Educator	\$35,521	100.00%	\$35,520.58
Benoit, Katherine	Outreach Worker	\$7,612	100.00%	\$7,611.55
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$81,645.01</b>

BUDGET PERIOD: SFY 22				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Putnam, Kayla	PREP Coordinator	\$61,983	40.00%	\$24,793.24
Burchett, Katy	Director of Social Services	\$83,755	2.50%	\$2,093.86
Fossum, Kristin	Nurse/Health Educator	\$63,273	12.50%	\$7,909.08
To be Determined	Health Educator	\$38,686	11.25%	\$4,352.14
Mackenzie, Eleanor	Health Educator	\$36,107	100.00%	\$36,106.67
Benoit, Katherine	Outreach Worker	\$7,737	100.00%	\$7,737.14
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>				<b>\$82,992.13</b>





STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



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B...

Jeffrey A. Meyers  
Commissioner

Marcella J. Bobinsky  
Acting Director

June 9, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into agreements with the two (2) vendors identified in the table below, to provide Personal Responsibility Education Programs (PREP) to teens and young adults that teach about abstinence and contraception for the prevention of pregnancy and sexually transmitted infections, in an amount not to exceed \$624,000, to be effective July 1, 2016 or date of Governor and Council approval, whichever is later, through June 30, 2019. Funds are 100% Federal Funds.

Summary of contracted amounts by vendor:

Vendor	NH Locations	SFY 2017	SFY 2018	SFY 2019	Total Amount
Manchester Community Health Center	City of Manchester	130,000	130,000	130,000	390,000
TLC Family Resource Center	Sullivan County	78,000	78,000	78,000	234,000
		\$208,000	\$208,000	\$208,000	\$624,000

Funds are available in the following account(s) for SFY 2017, and are anticipated to be available in SFY 2018 and SFY 2019, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

**See attachment for financial details**

**EXPLANATION**

Funds in these agreements will be used to facilitate the delivery of the Personal Responsibility Education Program (PREP), an evidence-based, personal responsibility curricula for the prevention of pregnancy and sexually transmitted infections, including HIV/AIDS. Adult skill preparation programs among adolescents 16-19 years old and pregnant/parenting adolescents up to 21 years old in the city of Manchester and in Sullivan County is a part of the curriculum. Manchester and Sullivan County were pre-selected to implement PREP due to the significantly higher teenage birth rates within those communities.

The Department is committed to helping young people avoid teen pregnancy and sexually transmitted infections by supporting programs that promote healthy and essential life skills. The goal of this funding is to decrease teen birth rates, pregnancies and sexually transmitted infections in areas of the state with demonstrated need.

The teen birth rate in New Hampshire is 10.2 births per 1,000 females 15-19 years old. With more than 12,400 births among women of all ages, less than 1% was to teens under 18 years old. Less than 2% were to teens less than 19 years old. Among teen births, 78% were to women aged 18 or 19. In the past five years, the teen birth rate has fallen 25.5%.

The most recent Youth Risk Behavior Survey (YRBS 2015)<sup>1</sup> provides a snapshot of current sexual health behaviors among high school students in New Hampshire with significantly higher teenage birth rates within the city of Manchester and in Sullivan County.

Currently, within the city of Manchester, 60% of high school students in 12<sup>th</sup> grade are sexually active, yet only 36% of all students report using a condom at last sexual encounter. Only 11.4% of all high school students combined rely on oral contraceptive pills to prevent pregnancy, but 24.5% of 12<sup>th</sup> graders do use contraceptive pills. Almost 13% of sexually active students reported using alcohol and/or drugs before the last sexual intercourse. One quarter of high school students report having come to school high on marijuana. Use of alcohol is on the rise, with a full 25% of students reporting they binge drink at least 1-5 days per month.

Results in Sullivan County vary slightly from Manchester. Among high school 12th graders, 74% are sexually active, with 39% of them using a condom at last intercourse (more sexually active and more condom use than Manchester). Among girls in 12th grade, 35% use oral contraception, higher than the 24% using this form of contraception in Manchester.

Helping teens prevent unintended pregnancy, including subsequent pregnancies among those who have already become parents, provides teens a healthy foundation for adult life. Through strategies like evidence-based pregnancy prevention curricula, abstinence education, access to confidential reproductive health care and home visitation for pregnant and parenting teens, supports are available to help adolescents and young adults make healthy decisions around their sexual health.

Should Governor and Executive Council not authorize this Request, teen births in the city of Manchester and Sullivan County may increase, which may cause New Hampshire to face increased long-term costs associated with health care and social services due to unintended pregnancies.

The Manchester Community Health Center and TLC Family Resource Center were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from April 22, 2016 through May 20, 2016.

Two applications were received in response to the Request for Application. Three reviewers who work internal and external to the Department reviewed the proposals. The reviewers represent seasoned public health administrators and managers with experience managing agreements with vendors for various public health programs. Each reviewer was selected for the specific skill set they possess and their experience. Their decision followed a thorough discussion of the strengths and weaknesses to the proposals. Both Applications were selected for funding. The final decision was made through consensus scoring. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, these competitively procured Agreements have the option to extend for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures will be used to measure the effectiveness of the agreements:

- Among participants that complete evidence-based teen prevention programs, the percent that demonstrate increased knowledge and confidence about safer sex practices, including abstinence.
- Among participants that complete evidence-based teen prevention programs, the percent that indicate greater confidence to communicate with parents about their sexual health.
- Among sexually active participants that complete evidence based teen prevention programs, the percent that used contraception to prevent pregnancy the last time they had sexual intercourse.
- Among participants that complete the evidence based teen prevention programs, the percent that indicates improved healthy life skills (e.g. decision making, goal setting, healthy development, education and career success).

Area served: The city of Manchester and Sullivan County.

Source of Funds: 100% Federal Funds from US Department of Health and Human Services, Administration on Children, Youth and Families, Personal Responsibility Education Program.

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

Respectfully submitted, 

Marcella J. Bobinsky, MPH  
Acting Director

Approved by: 

Jeffrey A. Meyers  
Commissioner

---

[www.dhhs.nh.gov/dphs/hsdm/yrbs.htm](http://www.dhhs.nh.gov/dphs/hsdm/yrbs.htm)

**NH DHHS PERSONAL RESPONSIBILITY EDUCATION PROGRAM (PREP) CONTRACTS  
SFY 2017, SFY 2018 and SFY 2019 FINANCIAL DETAIL**

05-95-90-902010-1844 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY  
SERVICES, FED NH PREP GRANT

100% Federal Funds

CFDA #  
FAIN

93.092  
1601NHPREP

Manchester Community Health Center

VE #157274-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	90018440	130,000
2018	102/500731	Contracts for Program Services	90018440	130,000
2019	102/500731	Contracts for Program Services	90018440	130,000
Sub Total				390,000

TLC Family Resource Center

VE #170625-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	90018440	78,000
2018	102/500731	Contracts for Program Services	90018440	78,000
2019	102/500731	Contracts for Program Services	90018440	78,000
Sub Total				234,000
<b>TOTAL</b>				<b>624,000</b>



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

Personal Responsibility Education  
Program (PREP)

RFA-2017-DPHS-04-PERSO

RFA Name

RFA Number

Bidder Name

1. Manchester Community Health Center
2. TLC Family Resource Center

Pass/Fail	Maximum Points	Actual Points
91%	350	319
89%	350	313

Reviewer Names

1. Felicia Fielding, Program Manager, BCHS
2. Turcina McNeilly, Public Health Advisor, BDC
3. Lindsay Pierce, Section Chief, BDC

Subject: Personal Responsibility Education Program (PREP) - City of Manchester

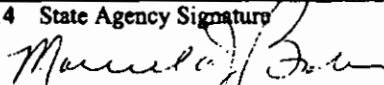
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Community Health Center		1.4 Contractor Address 145 Hollis Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-296-9230	1.6 Account Number 05-95-90-902010-1844-102-500731	1.7 Completion Date 6/30/19	1.8 Price Limitation \$390,000
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kric McCracken, President/CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>June 7, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that he or she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Laurie Garland, Notary Public			
1.14 State Agency Signature  Date: <u>6/9/16</u>		1.15 Name and Title of State Agency Signatory Marcella J. Bobinsky, MPH Acting Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/12/14</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials *km*  
Date *6/7/10*

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

Contractor Initials

Date

*WJ*  
1/17/16



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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

*JMS*  
*6/16*



Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

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

**2. Purpose**

- 2.1. The Contractor shall facilitate the delivery of an evidence-based, personal responsibility curriculum for the prevention of pregnancy and sexually transmitted infections, including HIV/AIDS, and three adulthood preparation subjects among adolescents 16-19 years old and pregnant/parenting adolescents up to 21 years old in the city of Manchester, New Hampshire.

**3. Scope of Services**

3.1. Contractor Required Services

The Contractor shall:

- 3.1.1. Ensure PREP is implemented in the city of Manchester and targeted toward New Hampshire adolescents ages 16-19, and pregnant or parenting adolescents up to age 21.
- 3.1.2. Develop a local "implementation" team to include, at a minimum:
  - 3.1.2.1. Education and reproductive health professionals and agencies,
  - 3.1.2.2. Youth organizations and groups, as well as youth participants.
  - 3.1.2.3. At least one (1) evidence-based curriculum, but no more than two (2) from the following pre-selected, evidence-based curricula, based on local assessment and capacity of targeted area, which will best meet the community needs:
    - Reducing the Risk (high school setting)
    - Focus (clinical or community based setting)

*YU*  
*6/7/16*



Exhibit A

- **Be Proud! Be Responsible!** (school or community based setting)
  - **Draw the Line/Respect the Line** (school and youth program settings)
- 3.1.3. Provide training for selected personal responsibility curricula.
- 3.1.4. Curricula must include the following required topics:
- 3.1.4.1. Abstinence
  - 3.1.4.2. Contraception for the prevention of pregnancy and STI
  - 3.1.4.3. Provide these three (3) required "adulthood preparation education" components:
    - **Healthy relationships**, such as positive self-esteem and relationship dynamics, friendships, dating, romantic involvement, marriage (where applicable), and family interactions.
    - **Healthy life skills**, such as goal setting, decision making, negotiation, communication and interpersonal skills, and stress management.
    - **Adolescent development**, such as skills that lead to empowerment, self-sufficiency, promotion of healthy developmental attitudes, and strengthening the connection to their community.
- 3.1.5. All adaptations to evidence based-curricula must follow federal guidance and be approved by model developers.
- 3.1.6. Implement the chosen curricula(s) for at least 125 participants in the city of Manchester.
- 3.1.7. Work with the State-identified evaluation specialist, as appropriate.
- 3.1.8. Report to the Department of Health and Human Services (DHHS), all required data on program activities and evaluation to include, but not limited to, output measures, fidelity/adaptations, implementation and capacity building, outcome measures, and community data.
- 3.1.9. Attend the State Reproductive Health Task Force, which will serve as an overall advisory committee to implementation.
- 3.1.10. Attend the Federal grantees' meeting as required by this funding.
- 3.1.11. Attend pertinent technical assistance sessions or progress reviews sponsored by the DHHS, as requested.
- 3.1.12. Coordination of Services

*WJ*  
6/7/16



Exhibit A

3.1.12.1. The Contractor shall participate in community needs assessments, public health performance assessments, and the development of regional public health improvement plans through collaboration with the local Public Health Regions, as may be appropriate, to enhance the implementation of community-based public health prevention initiatives being implemented by the contractor.

3.2. Evidence Based Program Models – Requirements

3.2.1. The Contractor shall replicate evidence-based effective programs or substantially incorporate elements of effective programs that have been proven on the basis of rigorous scientific research to change behavior, which means delaying sexual activity, increasing contraceptive use for sexually active youth, or reducing pregnancy among youth.

3.2.2. At least one (1), but no more than two (2) curricula must be selected from the following four pre-approved evidence-based programs.

- **Reducing the Risk** (high school setting)
- **Focus** (clinical or community based setting)
- **Be Proud! Be Responsible!** (school or community based setting)
- **Draw the Line/Respect the Line** (school and youth program settings)

3.2.3 The Contractor shall address the Adult Preparation Subjects (APS) by including the following three (3) required subjects in their training activities:

- **Healthy Relationships** – positive self-esteem and relationship dynamics.
- **Healthy Life Skills** – goal setting, negotiation, decision making, communication, stress management, and interpersonal skills.
- **Adolescent Development** – healthy attitudes and values about adolescent growth, body image, and racial and ethnic diversity.

3.3. Program Fidelity/Medical Accuracy – Requirements

3.3.1. Contractor shall replicate a full program model with fidelity. Adaptations to the program shall be minimal. The Contractor may add on components related to pregnancy prevention and prevention of sexually transmitted infections. Any component that is added onto an evidence-based program must be well integrated into the program and should not alter the core components of the evidence-based program model. Model adaptations are subject to approval.

3.3.2. Contractor shall ensure that implemented programs are medically accurate. Medical accuracy means that medical information must be verified or supported by the weight of research conducted in compliance with accepted scientific

*YH*  
*6/7/16*



Exhibit A

methods and published in peer-reviewed journals where applicable, or be comprised of information that leading professional organizations and agencies with relevant expertise in the field recognize as accurate, objective and complete. Contractor shall ensure that all education materials that are presented as factual will be grounded in scientific research. Any additions or modifications to evidence-based curricula must be reviewed and approved by the developers of the curriculum, the New Hampshire Department of Health and Human Services, as well as the U.S. Department of Health and Human Services, Administration on Children, Youth and Families (ACYF), to assure medical accuracy and program fidelity prior to implementation.

3.4. Evaluation – Requirements

3.4.1. Contractor will participate, if NH PREP is selected, in a national evaluation. Contractor agrees that it shall comply with the requirements of Section 513 of PREP throughout the term of the contract. (Sec. 513. [42 U.S.C. 713] (a) Allotments to States). Key findings that will be incorporated that cross over all of the approved curricula include:

- Increasing the understanding of the benefits of delaying sexual activity and/or the intention to remain abstinent.
- Increasing the understanding of contraceptives and how to access contraception if their choice is to remain sexually active or to engage in sexual activity.
- Increasing the understanding of how their values, beliefs and attitudes impact their sexual health, and their lives overall.
- Increasing the understanding of skills to reduce sexual risk taking and improving communication with parents, sexual partners, and health care providers. Invoices to the NH TBFA Program will include at a minimum; client name, date of birth, service date, type and code of procedure/service, provider name, provider contact, provider affiliation and itemized amount of service.

4. Staffing

4.1. Staffing Provisions

- 4.1.1. New Hires - The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any key staff person essential to carrying out this scope of services is hired to implement the program. A resume of the employee shall accompany this notification.
- 4.1.2. The Contractor must notify the Department in writing if the executive director or program coordinator position is vacant for more than three months. This may be done through a budget revision. In addition, the DHHS must be notified in writing

*[Handwritten Signature]*  
Date 6/7/16



Exhibit A

if at any time any site funded under this agreement does not have adequate staffing to perform all required services for more than one month.

## 5. Quality Improvement/Performance Improvement (QI/PI)

### 5.1. Annual Work Plans

- 5.1.1. Performance Logic Models are required for this program and are used to monitor achievement of standard measures of performance of the services provided under this contract. The Contractor shall incorporate the required performance measures listed in Section 7 below within a logic model format. Reports on Progress/ Outcomes shall detail the plans and activities that monitor and evaluate the agency's progress toward performance measure targets.

## 6. Data and Reporting Requirements

- 6.1. Contractor shall provide all information as requested, including, but not limited to, Federal and state documentation forms and performance indicator outcomes for inclusion in documentation submitted by the DHHS to the Administration on Children, Youth, and Families. There are three annual data submission events: raw participant and testing data, and two semi-annual narrative reports.
- 6.2. Contractor shall, for purposes of program evaluation and federal reporting, collect and submit personally identifiable health data, for all clients served under this contract. Contractors shall be responsible for obtaining any authorizations for release of information from the clients that is necessary to comply with federal and state laws and regulations.
- 6.3. Contractor shall allow a team or person authorized by the DHHS to periodically review the contractor's systems of governance, administration, data collection and submission, programmatic, and financial management in order to assure systems are adequate to provide the contracted services. The contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with contract.

## 7. Performance Measures

- 7.1. The Contractor shall ensure that following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
- 7.1.1. Among participants who complete evidence-based teen prevention programs, the percent that demonstrate increased knowledge and confidence about safer sex practices, including abstinence.
- 7.1.2. Among participants who complete evidence-based teen prevention programs, the percent who indicate greater confidence to communicate with parents about their sexual health.

Ka  
6/16



Exhibit A

- 7.1.3. Among sexually active participants who complete evidence based teen prevention programs, the percent that used contraception to prevent pregnancy the last time they had sexual intercourse.
- 7.1.4. Among participants who complete the evidence based teen prevention programs, the percent who indicates improved healthy life skills (e.g. decision making, goal setting, healthy development, education and career success).
- 7.1.5. At intervals specified by the Department, the Contractor shall report on its progress:
- 1) Performance measures (data to be aggregated & analyzed by MCH Epidemiologist)
  - 2) Counts of unduplicated clients served by age, ethnicity and gender
  - 3) The number of hours clients received in program service hours and curriculum hours
  - 4) The number of clients that completed the programs offered
  - 5) The number of clients completing pre, post, and 6-month follow up surveys
  - 6) Program goals and objectives to demonstrate they have met the minimum required services
  - 7) Two (2) semi-annual narrative reports (3-5 pages) of progress, challenges, and opportunities
  - 8) Fidelity/adaptations to evidence-based curricula
  - 9) Implementation and capacity building (community partnerships, competence with working with targeted population)
  - 10) Participant outcome measures (behavioral, knowledge, intentions, confidence)
  - 11) Community data (STI, birth rates, etc.)
- 7.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

*KWC*  
*6/1/14*



## Exhibit B

### Method and Conditions Precedent to Payment

1) Funding Sources:

1.1. \$390,000 = 100% federal funds from the US Department of Health and Human Services, Administration on Children, Youth and Families, CFDA #93.092, Federal Award Identification Number (FAIN), #1601NHPREP, \$130,000 in SFY 2017, \$130,000 in SFY 2018, \$130,000 in SFY 2019.

2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2.1. Payment for said services shall be made as follows:

2.1.1. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

2.1.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

2.1.3. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

2.2. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Department of Health and Human Services  
Division of Public Health Services  
Email address: DPHScontractbilling@dhhs.nh.gov

3) This is a cost-reimbursement contract based on approved activities for the contract period. Reimbursement shall be made monthly based at \$60.00 per hour for hours worked during the previous month, not to exceed the Price Limitation, block 1.8 of the General Provisions for the contract term.

4) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available. Contractor will keep detailed records of their activities related to DHHS-funded activities and hours worked and shall submit with monthly invoices.

5) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.

6) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

*[Handwritten initials]*  
*[Handwritten date: 10/11/16]*





SPECIAL PROVISIONS

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

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

*[Handwritten Signature]*  
Date 6/11/16



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

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

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



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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

Contractor Initials: *[Handwritten Signature]*  
Date: *[Handwritten Date]*



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

KUL  
Date 6/11/14



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

- 1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

- 3. Extension:

This agreement has the option for a potential extension of up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

*Handwritten initials*

*Handwritten date: 6/7/16*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

*[Handwritten Signature]*  
*[Handwritten Date: 12/10]*

New Hampshire Department of Health and Human Services  
Exhibit D



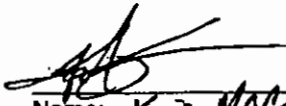
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name: Manchester Community Health Center

6/7/16  
Date

  
Name: Kris McJannet  
Title: President/CEO





**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Manchester Community Health Center

6/7/16  
Date


  
Name: Kris McCracken  
Title: President/CEO

Exhibit E - Certification Regarding Lobbying

Contractor Initials MM

Date 6/7/16



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

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

**PRIMARY COVERED TRANSACTIONS**


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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Manchester Community Health Center

6/7/16  
Date

  
Name: Kris W. Gaudin  
Title: President/CEO

KG  
Date 6/7/16



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

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

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

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

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

Exhibit G

Contractor Initials

*[Handwritten Signature]*

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

*6/7/10*

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: Manchester Community Health Center

Date 6/7/16


  
Name: Kris M. Liguori  
Title: President/CEO

Exhibit G

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

Contractor Initials KL

Date 6/7/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Manchester Community Health Center

6/7/16  
Date


  
Name: J. S. McCracken  
Title: President/CEO



Exhibit I

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

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

(1) **Definitions.**

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

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Contractor Initials

*W*

Date

*6/11/10*



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

*MC*  
*6/11/10*





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

3/2014

Contractor Initials

Date

*[Handwritten Signature]*  
*[Handwritten Date: 6/1/16]*



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   

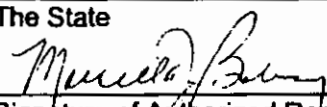
Date 6/7/10

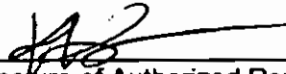


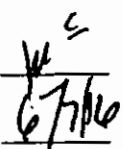
Exhibit I

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

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

Department of Health and Human Services  
The State  
  
 Signature of Authorized Representative  
 Marcella J. Bobinsky, MPH  
 Name of Authorized Representative  
 Acting Director  
 Title of Authorized Representative  
 6/9/16  
 Date

Manchester Community Health Center  
 Name of the Contractor  
  
 Signature of Authorized Representative  
 Kris MacCracken  
 Name of Authorized Representative  
 Resident/CEO  
 Title of Authorized Representative  
 6/7/16  
 Date





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

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

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

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

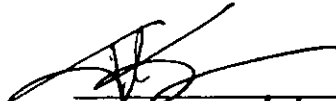
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: Manchester Community Health Center

6/7/16  
Date

  
Name: K.R.S. Wobegaster  
Title: President/CEO

6/7/16



**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: 9286649370000

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

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

*MS*  
6/7/16