



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

Jeffrey A. Meyers
Commissioner

Joseph E. Ribsam, Jr.
Director

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

April 11, 2018

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 (DHHS), Division for Children, Youth and Families (DCYF), to amend an existing **sole source** contract with Child and Family Services of New Hampshire, Vendor #17766-B002, 464 Chestnut Street, PO Box 448, Manchester, NH 03105, by increasing the price limitation by \$126,922, from \$126,922 in an amount not to exceed \$253,844, and extending the contract completion date from June 30, 2018 to December 31, 2018, to provide services to DCYF to assist in closing overdue Child Protection Assessments, effective July 1, 2018, upon Governor and Executive Council approval. 100% General Funds

Funds to support this request are available in the following account for SFY 2019.

05-95-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease) Amount	Total Amount
SFY 2018	102-500731	Contracts for Program Services	45030354	\$126,922	-0-	\$126,922
SFY 2019	102-500731	Contracts for Program Services	45030354	-0-	\$126,922	\$126,922
			<i>Subtotal:</i>	\$126,922	\$126,922	\$253,844
			Total:			\$253,844

EXPLANATION

This request is **sole source** because Child and Family Services of New Hampshire has a broad and deep understanding of the New Hampshire child protection system and has relationships with multidisciplinary professionals, including law enforcement, medical, and educational, statewide. This work also requires that the vendor have the capability to recruit and train a qualified workforce quickly, which this vendor has accomplished.

Funds in this agreement will be used to make payment to the vendor to continue to close overdue child protection assessment cases from all district offices of the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families (DCYF). Closing of assessments will be assigned to the vendor and completed as requested during the contract period. The vendor will review the specific child protective assessments in need of closure and complete required collateral contacts, data entry and required closing paperwork for these assessments according to DCYF Policy.

As referenced in Exhibit C-1 of this contract, Revisions to General Provisions, this Agreement contained language to extend for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Division is exercising this renewal option for a period of six (6) months.

The Contractor successfully fulfilled and achieved the performance measures in the original contract albeit with one less active case aide (from six (6) to five (5)) to perform duties as stated in the contract factoring in this decrease in staff. In a seven (7) week period, the Contractor closed 258 cases, which averages 37 per week. In consideration of the fact there are five (5) case aides, the tasks they must complete in order to make collateral calls, write closing letters and a final disposition, coupled with the adult learning curve; this is an appropriate number of processed referrals per contract, which indicates they will "Close approximately forty (40) assessments each week." As of March 9, 2018, the Division has 1,897 overdue assessments. Due to CPSW caseload levels, current child protection assessment staff and supervisors are not able to complete this work. The Division anticipates that the Contractor's success rate with closings will continue therefore decreasing the number of overdue assessment case closures.

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

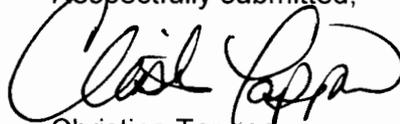
- The Contractor will close approximately forty (40) assessments each week, once fully staffed and training has occurred;
- The Contractor will close up to 1,000 assessments by the end of the contract period.

Should Governor and Executive Council not authorize this Request, DCYF will continue to fail to meet the mandates of NH RSA 169-C "Child Protection Act". DCYF is required by RSA 169-C to close protective assessments within 60 days of their being received by the agency. As stated above, DCYF still has over 1,800 overdue assessments. The continuation of this contract will allow DCYF to strive to meet the mandate of NH RSA 169-C.

Area served: Statewide

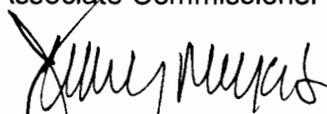
Source of Funds: 100% General Funds.

Respectfully submitted,



Christine Tappan
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Closure of Overdue Child Protective Assessments**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Closure of Overdue Child Protective Assessments**

This 1st Amendment to the Closure of Overdue Child Protective Assessments contract (hereinafter referred to as "Amendment One") dated this 26th day of March, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child and Family Services of New Hampshire, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2017, ITEM #13B, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 of the Agreement and pursuant to Exhibit C-1, Revisions to General Provisions, Paragraph 3, the parties may amend and renew the agreement for up to one (1) year upon written agreement of the parties and approval of the Governor and Executive Council; and

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

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

1. Delete and replace Form P-37, Block 1.7, to read December 31, 2018.
2. Delete and replace Form P-37, Block 1.8, to increase Price Limitation by \$126,922 from \$126,922 to read: \$253,844.
3. Add Exhibit B-2 Budget – Amendment #1.

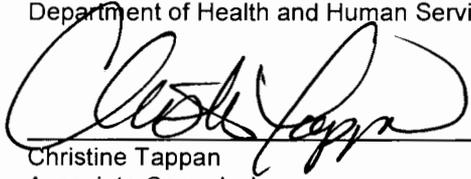


New Hampshire Department of Health and Human Services
Closure of Overdue Child Protective Assessments

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,

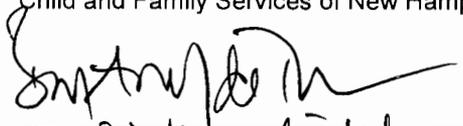
State of New Hampshire
Department of Health and Human Services

4/13/18
Date


Christine Tappan
Associate Commissioner

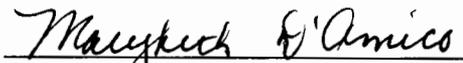
Child and Family Services of New Hampshire

4/9/18
Date


Name: Soja Akwaa de Tobi
Title: President & CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on 4/9/18, 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.


Signature of Notary Public or Justice of the Peace

Marybeth D'Amico, Supervisor Business Staff
Name and Title of Notary or Justice of the Peace

My Commission Expires: 2-7-23



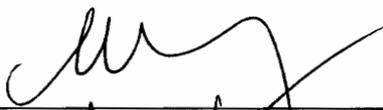


New Hampshire Department of Health and Human Services
Closure of Overdue Child Protective Assessments

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

OFFICE OF THE ATTORNEY GENERAL

4/27/18
Date


Name: Megan A. Lygo
Title: 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:

**Exhibit B-2 Budget
Amendment #1**

New Hampshire Department of Health and Human Services

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

SS-2018-DCYF-12-ASMT

Closure of Overdue Child Protective

Budget Request for: Assessments

(Name of RFP)

SFY 2019 Six (6) Months (July 1, 2018 to

Budget Period: December 31, 2018)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 95,307.00	\$ 6,157.00	\$ 101,464.00	% of program cost to total costs
2. Employee Benefits	\$ 12,277.00	\$ 955.00	\$ 13,232.00	% of program cost to total costs
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ 589.00	\$ 589.00	% of program cost to total costs
Purchase/Depreciation	\$ -	\$ 389.00	\$ 389.00	% of program cost to total costs
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ 43.00	\$ 43.00	% of program cost to total costs
6. Travel	\$ 7,800.00	\$ 125.00	\$ 7,925.00	% of program cost to total costs
7. Occupancy	\$ -	\$ 371.00	\$ 371.00	% of program cost to total costs
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ 172.00	\$ 172.00	% of program cost to total costs
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ 75.00	\$ 75.00	% of program cost to total costs
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ 106.00	\$ 106.00	% of program cost to total costs
Board Expenses	\$ -	\$ 45.00	\$ 45.00	% of program cost to total costs
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ 119.00	\$ 119.00	% of program cost to total costs
12. Subcontracts/Agreements	\$ -	\$ 898.00	\$ 898.00	% of program cost to total costs
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Interest Expense	\$ -	\$ 1,494.00	\$ 1,494.00	% of program cost to total costs
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 115,384.00	\$ 11,538.00	\$ 126,922.00	

Indirect As A Percent of Direct

10.0%

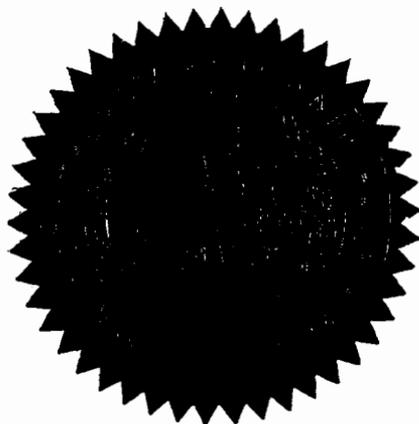
Contractor Initials: CAF

Date: 4/9/14

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed September 25, 1914. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of May A.D. 2016

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of CHILD AND FAMILY SERVICES OF NH
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of
the Agency duly held on 1/28/2014:
(Date)

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

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

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

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

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 9th day of April 2018.



(Signature of the Elected Officer)

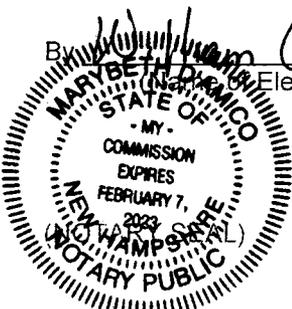
STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 9th day of April, 2018.

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

Margaret D'Amico
(Notary Public/Justice of the Peace)



Commission Expires: 2-7-23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/6/2018

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

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

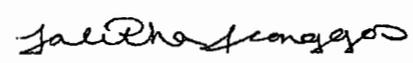
PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Andrea Nicklin PHONE (A/C, No. Ext): (603) 669-3218 E-MAIL ADDRESS: anicklin@crossagency.com FAX (A/C, No): (603) 645-4331	
INSURED Child & Family Services of New Hampshire Po Box 448 Manchester NH 03105		INSURER(S) AFFORDING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

COVERAGES CERTIFICATE NUMBER: 17-18 All/18-19 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK1672681	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> Liquor Liability						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							MED EXP (Any one person) \$ 5,000
	OTHER:							PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1672681	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
								BODILY INJURY (Per person) \$
								BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE			PHUB589194	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 4,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							AGGREGATE \$ 4,000,000
	OTHER:							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HCHS20180000014 (3a.) NH All officers included	2/1/2018	2/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
								E.L. EACH ACCIDENT \$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C A	Fidelity & Forgery			105912196	4/1/2017	4/1/2018	Limit \$500,000	
	Professional Liability			PHPK1672681	7/1/2017	7/1/2018	Aggregate \$2,000,000	

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

CERTIFICATE HOLDER State of NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE T Franggos/JSC 



Manchester Office Statewide Headquarters
464 Chestnut St., P.O. Box 448, Manchester, NH 03105
tel 603-518-4000 fax 603-668-6260
toll free 800-640-6486 www.cfsnh.org

MISSION STATEMENT

Child and Family Services is dedicated to advancing the well-being of children by providing an array of services to strengthen family life and by promoting community commitment to the needs of children.

Child and Family Services of New Hampshire
Consolidated Financial Statements
For the Year Ended December 31, 2016
(With Independent Auditors' Report Thereon)

TABLE OF CONTENTS

	<u>Page</u>
INDEPENDENT AUDITORS' REPORT	1
BASIC FINANCIAL STATEMENTS:	
Consolidated Statement of Financial Position	4
Consolidated Statement of Activities	5
Consolidated Statement of Functional Expenses	6
Consolidated Statement of Cash Flows	7
Notes to Consolidated Financial Statements	8
SUPPLEMENTAL INFORMATION:	
Consolidated Schedule of Operating Expenses	26



Independent Auditors' Report

To the Board of Trustees
Child and Family Services of New Hampshire

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

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Child and Family Services of New Hampshire, which comprise the consolidated statement of financial position as of December 31, 2016, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Child and Family Services of New Hampshire as of December 31, 2016, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Child and Family Services of New Hampshire's 2015 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated March 23, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2015 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 28, 2017 on our consideration of Child and Family Services of New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

Melanson Heath

March 28, 2017

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Financial Position

December 31, 2016

(with comparative totals as of December 31, 2015)

<u>ASSETS</u>	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
Current Assets:					
Cash and cash equivalents	\$ 516,461	\$ 516,235	\$ -	\$ 1,032,696	\$ 1,026,657
Accounts receivable, net	603,415	-	-	603,415	662,144
Prepaid expenses	201,052	-	-	201,052	199,720
Contributions receivable	40,000	-	-	40,000	-
Total Current Assets	<u>1,360,928</u>	<u>516,235</u>	<u>-</u>	<u>1,877,163</u>	<u>1,888,521</u>
Investments					
Beneficial interest held in trust	14,027,737	475,050	1,397,684	15,900,471	15,530,019
Property and equipment, net	-	-	1,735,979	1,735,979	1,736,098
	5,313,940	1,007,711	-	6,321,651	6,525,075
TOTAL ASSETS	<u>\$ 20,702,605</u>	<u>\$ 1,998,996</u>	<u>\$ 3,133,663</u>	<u>\$ 25,835,264</u>	<u>\$ 25,679,713</u>
 <u>LIABILITIES AND NET ASSETS</u>					
Current Liabilities:					
Accounts payable	\$ 148,157	\$ -	\$ -	\$ 148,157	\$ 205,180
Accrued payroll and related expenses	816,144	-	-	816,144	556,453
Bonds payable	135,000	-	-	135,000	125,000
Total Current Liabilities	<u>1,099,301</u>	<u>-</u>	<u>-</u>	<u>1,099,301</u>	<u>886,633</u>
Bonds payable, net of current portion	<u>4,345,005</u>	<u>-</u>	<u>-</u>	<u>4,345,005</u>	<u>4,480,005</u>
Deferred loans - NHHFA	<u>1,250,000</u>	<u>-</u>	<u>-</u>	<u>1,250,000</u>	<u>1,250,000</u>
Interest rate swap agreements	<u>1,168,384</u>	<u>-</u>	<u>-</u>	<u>1,168,384</u>	<u>1,306,823</u>
TOTAL LIABILITIES	<u>7,862,690</u>	<u>-</u>	<u>-</u>	<u>7,862,690</u>	<u>7,923,461</u>
Net Assets:					
Donor restricted	-	1,998,996	3,133,663	5,132,659	5,333,157
Board designated	14,027,737	-	-	14,027,737	13,728,041
Unrestricted	(1,187,822)	-	-	(1,187,822)	(1,304,946)
Total Net Assets	<u>12,839,915</u>	<u>1,998,996</u>	<u>3,133,663</u>	<u>17,972,574</u>	<u>17,756,252</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 20,702,605</u>	<u>\$ 1,998,996</u>	<u>\$ 3,133,663</u>	<u>\$ 25,835,264</u>	<u>\$ 25,679,713</u>

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Activities
For the Year Ended December 31, 2016
(with comparative totals for the year ended December 31, 2015)

	Unrestricted	Temporarily Restricted	Permanently Restricted	2016 Total	2015 Total
Support and Revenue:					
Support:					
Contributions	\$ 573,326	\$ 617,766	\$ 12,066	\$ 1,203,158	\$ 1,764,198
Government grants	7,142,337	-	-	7,142,337	7,593,618
In-kind contributions	226,102	-	-	226,102	164,488
Income from special events, net	322,062	-	-	322,062	324,767
Revenue:					
Service fees	1,704,326	-	-	1,704,326	1,673,930
Other	14,630	-	-	14,630	5,969
Net assets released from restriction:					
Program releases	807,496	(807,496)	-	-	-
Capital campaign releases	81,405	(81,405)	-	-	-
Endowment releases	82,529	(82,529)	-	-	-
Endowment transfer to support operations	735,308	-	-	735,308	738,698
Total Support and Revenue	11,689,521	(353,664)	12,066	11,347,923	12,265,668
Operating Expenses:					
Program services	9,975,559	-	-	9,975,559	10,011,631
Management and general	1,252,586	-	-	1,252,586	1,205,401
Fundraising	462,536	-	-	462,536	421,819
Total Operating Expenses	11,690,681	-	-	11,690,681	11,638,851
Change in net assets before non-operating items	(1,160)	(353,664)	12,066	(342,758)	626,817
Non-Operating Items:					
Investment income (loss)	1,014,837	141,219	-	1,156,056	(866,823)
Unrealized gain (loss) on interest rate swap	138,439	-	-	138,439	19,257
Change in beneficial interest	-	-	(119)	(119)	(129,755)
Interest income	12	-	-	12	7
Endowment transfer to support operations	(735,308)	-	-	(735,308)	(738,698)
Total Non-Operating Items	417,980	141,219	(119)	559,080	(1,716,012)
Change in net assets	416,820	(212,445)	11,947	216,322	(1,089,195)
Net Assets, Beginning of Year	12,423,095	2,211,441	3,121,716	17,756,252	18,845,447
Net Assets, End of Year	\$ 12,839,915	\$ 1,998,996	\$ 3,133,663	\$ 17,972,574	\$ 17,756,252

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Functional Expenses
 For the Year Ended December 31, 2016
 (with comparative totals for the year ended December 31, 2015)

	Program Services	Management and General	Fundraising	2016 Total	2015 Total
Personnel expense:					
Salaries and wages	\$ 5,533,992	\$ 810,567	\$ 324,632	\$ 6,669,191	\$ 6,433,758
Employee benefits	527,202	57,362	39,684	624,248	796,224
Payroll related costs	599,552	65,834	25,617	691,003	705,911
Mileage reimbursement	410,971	1,192	3,364	415,527	448,631
Contracted services	513,479	17,077	6,803	537,359	493,749
Subtotal personnel expense	<u>7,585,196</u>	<u>952,032</u>	<u>400,100</u>	<u>8,937,328</u>	<u>8,878,273</u>
Accounting	-	28,650	-	28,650	24,804
Assistance to individuals	681,368	-	-	681,368	829,936
Communications	138,503	3,560	7,734	149,797	153,237
Conferences, conventions, meetings	25,482	32,277	4,271	62,030	39,733
Depreciation	273,520	48,716	-	322,236	306,607
In kind contributions	217,922	8,180	-	226,102	164,488
Insurance	64,431	8,154	2,954	75,539	80,214
Interest	243,083	47,931	-	291,014	299,743
Legal	-	54,911	-	54,911	8,490
Membership dues	19,492	7,931	2,191	29,614	45,415
Miscellaneous	131,660	8,583	2,290	142,533	32,689
Occupancy	363,851	25,156	8,573	397,580	472,156
Printing and publications	29,202	5,122	29,476	63,800	67,508
Rental and equipment maintenance	87,334	14,548	1,440	103,322	99,563
Supplies	64,298	6,772	2,725	73,795	71,824
Travel	50,217	63	782	51,062	64,171
Total Functional Expenses	<u>\$ 9,975,559</u>	<u>\$ 1,252,586</u>	<u>\$ 462,536</u>	<u>\$ 11,690,681</u>	<u>\$ 11,638,851</u>

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Consolidated Statement of Cash Flows
For the Year Ended December 31, 2016
(with comparative totals for the year ended December 31, 2015)

	<u>2016</u>	<u>2015</u>
<u>Cash Flows From Operating Activities:</u>		
Change in net assets	\$ 216,322	\$ (1,089,195)
Adjustments to reconcile change in net assets to net cash used by operating activities:		
Depreciation	322,236	306,607
Restricted contributions	(12,066)	(31,705)
Realized (gain) loss on investments	(363,382)	(528,934)
Unrealized (gain) loss on investments	(546,408)	1,575,633
Change in beneficial interest in trust	119	129,755
Change in interest rate swap	(138,439)	(19,257)
Changes in operating assets and liabilities:		
Accounts receivable	58,729	(21,245)
Prepaid expenses	(1,332)	(2,080)
Contributions receivable	(40,000)	-
Accounts payable	(57,023)	63,268
Accrued expenses	<u>259,691</u>	<u>84,156</u>
Net Cash Provided (Used) by Operating Activities	(301,553)	467,003
<u>Cash Flows From Investing Activities:</u>		
Purchases of investments	(144,705)	(2,356,532)
Proceeds from sale of investments	684,043	2,690,806
Purchase of fixed assets	<u>(118,812)</u>	<u>(456,845)</u>
Net Cash Provided By (Used By) Investing Activities	420,526	(122,571)
<u>Cash Flows From Financing Activities:</u>		
Restricted contributions	12,066	31,705
Payment of long term debt	<u>(125,000)</u>	<u>(240,000)</u>
Net Cash Used By Financing Activities	<u>(112,934)</u>	<u>(208,295)</u>
Net Change in Cash and Cash Equivalents	6,039	136,137
Cash and Cash Equivalents, Beginning	<u>1,026,657</u>	<u>890,520</u>
Cash and Cash Equivalents, Ending	<u>\$ 1,032,696</u>	<u>\$ 1,026,657</u>
 SUPPLEMENTAL INFORMATION:		
Interest Paid	<u>\$ 291,014</u>	<u>\$ 299,743</u>

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

CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Notes to Consolidated Financial Statements For the Year Ended December 31, 2016

1. Description of Organization

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

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

1. **Early Childhood – Family Support & Education Services**

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

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

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

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

2. Children, Youth, and Family - Intervention and Treatment Programs

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

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

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

3. Runaway and Homeless Youth Services

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

4. Senior Care and Independent Living

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

Additionally, the Organization runs two unique programs:

Camp Spaulding – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily operations and summer programming. This collaboration will combine a 96 year camp history, an exceptional facility, strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

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

2. Significant Accounting Policies

The Organization prepares its consolidated financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (GAAP) for nonprofit organizations. The significant accounting and reporting policies used by the Organization are described subsequently to enhance the usefulness and understandability of the consolidated financial statements.

Net Assets

The consolidated financial statements report net assets and changes in net assets in three classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

Unrestricted Net Assets

Unrestricted net assets are resources available to support operations. The only limits on the use of unrestricted net assets are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its organizing documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Temporarily Restricted Net Assets

Temporarily restricted net assets are resources that are restricted by donors for use for a particular purpose or in a particular future period. The Organization's unspent contributions are classified in this net asset class if

the donor limited their use, as are the unspent appreciation of its donor-restricted endowment funds.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the consolidated financial statements by reclassifying the net assets from temporarily restricted to unrestricted net assets.

Permanently Restricted Net Assets

Permanently restricted net assets are resources whose use by the Organization is limited by donor-imposed restrictions that neither expire by being used in accordance with a donor's restriction nor by the passage of time. The portion of the Organization's donor-restricted funds that must be maintained in perpetuity is classified in this net asset class, as is the Organization's beneficial interest in perpetual charitable trusts. Unless restricted by the donor, income earned on permanently restricted net assets is expendable to support operations, subject to certain restrictions.

All revenues and net gains are reported as increases in unrestricted net assets in the Statement of Activities unless the use of the related resources is subject to temporary or permanent donor restrictions. All expenses and net losses, other than losses on endowment investments, are reported as decreases in unrestricted net assets. Net losses on endowment investments reduce temporarily restricted net assets to the extent that temporarily restricted net gains from prior years are unspent and classified there; remaining losses are classified as decreases in unrestricted net assets. If an endowment fund has no net gains from prior years, such as when a fund is newly established, net losses are classified as decreases in unrestricted net assets.

Principles of Consolidation

The consolidated financial statements of the Organization include the accounts of Child and Family Services of New Hampshire and Child and Family Realty Corporation, a commonly controlled organization. All inter-organization transactions have been eliminated.

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended December 31, 2015, from which the summarized information was derived.

Cash Equivalents

Cash equivalents are short term, interest bearing, highly liquid investments with original maturities of three months or less, unless the investments are held for meeting donor restrictions. Temporarily restricted cash investments held within investment portfolios are excluded from cash equivalents.

Investments

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

Accounts Receivable and Revenue

Accounts receivable is recognized when qualifying costs are incurred for cost reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants or reductions of future grant awards. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account, management has taken into account a variety of factors.

Beneficial Interest

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

Property and Equipment

Property and equipment is reported at cost, if purchased, and at fair value at the date of donation, if donated. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use, and contributions of cash that must be used to acquire property and equipment, are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the useful life of the asset. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Property and equipment is capitalized if it has a cost of \$1,000 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Buildings and improvements	15 – 50 years
Furniture, fixtures, and equipment	5 – 10 years
Vehicles	5 years
Software	5 years

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the consolidated financial statements in the current period.

Interest-Rate Swap

An interest-rate swap is utilized to mitigate interest-rate risk on bonds payable (Note 9). The related liability is reported at fair value in the Statement of Financial Position, and unrealized gains or losses are included in the Statement of Activities.

Accounting for Contributions

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore

are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-Kind Contributions

The Organization periodically receives contributions in a form other than cash. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services to the Organization's program operations and in its fundraising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in the consolidated financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

Functional Allocation of Expenses

The cost of providing the Organization's programs and other activities is summarized on a functional basis in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses. Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions benefited.

Management and general expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years.

Use of Estimates

The preparation of the consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period and the reported amounts of assets and liabilities at the date of the consolidated financial statements. On an ongoing basis, the Organization's management evaluates the estimates and assumptions based upon historical experience and various other factors and circumstances. The Organization's management believes that the estimates and assumptions are reasonable in the circumstances; however, the actual results could differ from those estimates.

Tax Status

Child and Family Services of New Hampshire is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's consolidated financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) are subject to examination by the IRS, generally for three years after filing.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates. Investments are made by diversified investment managers whose performance is monitored by the Board of Trustees. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Investment Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

Fair Value Measurements

The Organization reports its fair value measures using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by Generally Accepted Accounting Principles, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are as follows:

- *Level 1.* Quoted prices for identical assets or liabilities in active markets to which the Organization has access at the measurement date.
- *Level 2.* Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include:
 - quoted prices for similar assets or liabilities in active markets;
 - quoted prices for identical or similar assets in markets that are not active;
 - observable inputs other than quoted prices for the asset or liability (for example, interest rates and yield curves); and
 - inputs derived principally from, or corroborated by, observable market data by correlation or by other means.
- *Level 3.* Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

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

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

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of endowment investments (Note 5).
- Recurring measurement of beneficial interests in trusts (Note 6).
- Recurring measurement of line of credit (Note 8).

- Recurring measurement of bonds payable and interest rate swap (Note 9).
- Recurring measurement of deferred loans (Note 10).

3. Accounts Receivable

Accounts receivable consisted of the following at December 31:

	2016			2015		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants receivable	\$ 497,717	\$ (4,700)	\$ 493,017	\$ 578,576	\$ (5,855)	\$ 572,721
Fees for service	110,398	-	110,398	89,423	-	89,423
	<u>\$ 608,115</u>	<u>\$ (4,700)</u>	<u>\$ 603,415</u>	<u>\$ 667,999</u>	<u>\$ (5,855)</u>	<u>\$ 662,144</u>

4. Prepaid Expenses

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

5. Investments

Investments at fair value consist of mutual funds totaling \$15,900,471 and \$15,530,019 at December 31, 2016 and 2015, respectively.

Under the terms of the Organization's line of credit agreement (Note 8), the Organization has agreed not to pledge these investments as security on any other debt.

For the years ended December 31, 2016 and 2015, expenses relating to investment revenues, including management fees, amounted to \$66,376 and \$66,675, respectively, and have been netted against investment revenues in the accompanying Statements of Activities.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees is 5% of the average fair market value of all investments over the previous twelve quarters.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for

identical investments as of the December 31, 2016. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

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

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

6. Beneficial Interest Held in Trust

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

At December 31, 2016 and 2015, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$797,544 and \$779,238, respectively. The Organization received \$32,369 and \$31,674 from the funds in 2016 and 2015, respectively.

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

<u>Trust</u>	<u>Percentage Interest</u>	<u>2016</u>	<u>2015</u>
Greenleaf	100%	\$ 375,595	\$ 377,884
Spaulding	100%	315,182	324,270
Cogswell	50%	<u>247,658</u>	<u>254,706</u>
Total		<u>\$ 938,435</u>	<u>\$ 956,860</u>

In 2016 and 2015, income distributed by these trusts was \$42,064 and \$41,829, respectively. Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no

observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Balance at December 31, 2014	\$ 1,865,853
Change in value of beneficial interest	<u>(129,755)</u>
Balance at December 31, 2015	1,736,098
Change in value of beneficial interest	<u>(119)</u>
Balance at December 31, 2016	<u>\$ 1,735,979</u>

7. Property, Equipment and Depreciation

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

	<u>2016</u>	<u>2015</u>
Land and land improvements	\$ 1,114,949	\$ 1,114,949
Buildings and improvements	7,938,789	7,821,572
Furniture, fixtures and equipment	699,160	697,565
Vehicles	88,391	88,391
Software	<u>166,592</u>	<u>166,592</u>
Subtotal	10,007,881	9,889,069
Less: accumulated depreciation	<u>(3,686,230)</u>	<u>(3,363,994)</u>
Total	<u>\$ 6,321,651</u>	<u>\$ 6,525,075</u>

8. Line of Credit

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2015, and was extended through June 30, 2017. The line carries a variable rate of interest at the Wall Street Journal prime rate (3.75% at December 31, 2016), adjusted at each change in the index. At December 31, 2016, the balance on this line of credit was \$0.

9. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty")

for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2016 and 2015 is added to interest expense in the Consolidated Statement of Functional Expenses. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2016 and 2015, the Organization recorded the swap liability position of \$1,168,384 and \$1,306,823, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2016, the Organization was in compliance with these covenants.

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

<u>Year</u>	<u>Amount</u>
2017	\$ 135,000
2018	140,000
2019	140,000
2020	150,000
2021	160,000
Thereafter	<u>3,755,005</u>
	<u>\$ 4,480,005</u>

10. Deferred Loans - NHHFA

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

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

11. Endowment Funds

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

Board-designated Investments

As of December 31, 2016, the Board of Trustees had designated \$14,027,737 of unrestricted net assets as a general endowment fund to support the mission of the Organization. Since that amount resulted from an internal designation and is not donor-restricted, it is classified and reported as unrestricted net assets.

Donor-designated Endowments

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

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. In accordance with Generally Accepted Accounting Principles, deficiencies of this nature are required to be restored from either temporarily restricted or unrestricted net assets, depending on donor stipulations. These deficiencies result from unfavorable market fluctuations that occur causing the original donor restricted contribution, plus accumulated investment earnings that, in accordance with donor stipulations, are required to be added to the original contribution, to fall below the accumulated balances. Donor stipulations for permanently restricted-income restricted funds require the reclassification of realized and unrealized earnings to temporarily restricted net assets. Based on donor stipulations, there are no temporarily or permanently restricted funds in deficit.

Investment Policy

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

in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

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

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

Spending Policy

The Organization's spending policy is 5% of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of endowment investments as of December 31, 2016 is as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Donor-restricted endowment funds	\$ -	\$ 475,050	\$ 1,397,684	\$ 1,872,734
Board-designated endowment funds	14,027,737	-	-	14,027,737
Total funds	<u>\$ 14,027,737</u>	<u>\$ 475,050</u>	<u>\$ 1,397,684</u>	<u>\$ 15,900,471</u>

Changes in endowment net assets as of December 31, 2016 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Net Endowment Assets</u>
Endowment net assets, beginning of year	\$ 13,728,041	\$ 416,360	\$ 1,385,618	\$ 15,530,019
Contributions	20,167		12,066	32,233
Investment income	1,014,837	141,219	-	1,156,056
Net assets released from restriction	<u>(735,308)</u>	<u>(82,529)</u>	<u>-</u>	<u>(817,837)</u>
Endowment net assets, end of year	<u>\$ 14,027,737</u>	<u>\$ 475,050</u>	<u>\$ 1,397,684</u>	<u>\$ 15,900,471</u>

12. Temporarily Restricted Net Assets

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

	<u>2016</u>	<u>2015</u>
Program restrictions:		
Camp	\$ 96,925	\$ 59,009
Child abuse prevention	194,372	251,015
Early Intervention	7,000	52,130
Family counseling	44,588	33,951
Homecare	40,000	96,304
Teen and youth	133,350	204,344
Training	-	9,210
Subtotal	<u>516,235</u>	<u>705,963</u>
Capital campaign restrictions:		
Camp Pavillion	265,680	273,929
Camp Spaulding	299,000	348,776
Renovated teen center	232,037	248,611
Union Street	210,994	217,802
Subtotal	<u>1,007,711</u>	<u>1,089,118</u>
Cumulative appreciation on permanently restricted net assets	<u>475,050</u>	<u>416,360</u>
Total	<u>\$ 1,998,996</u>	<u>\$ 2,211,441</u>

13. Net Assets Released from Restriction

Net assets are released from restrictions by incurring expenses satisfying the restricted purpose, or by the passage of time.

14. Defined Contribution Plan

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2016 and 2015, respectively.

15. Operating Leases

The Organization leases office space under the terms of non-cancellable lease agreements that are scheduled to expire at various times through 2018. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$129,338 and \$150,685 for the years ended December 31, 2016 and 2015, respectively.

16. Concentrations of Risk

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

The Organization invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position.

17. Subsequent Events

Subsequent events have been evaluated through March 28, 2017, which is the date the consolidated financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the consolidated financial statements would be required.

Child and Family Services of New Hampshire

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2016
(with comparative totals for the year ended December 31, 2015)

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2016 Total	2015 Total
Salaries and wages	\$ 399,854	\$ 782,504	\$ 1,382,818	\$ 975,384	\$ 290,351	\$ 1,529,732	\$ 76,035	\$ 90,614	\$ 6,700	\$ 5,533,992	\$ 810,567	\$ 324,632	\$ 6,669,191	\$ 6,433,758
Employee benefits	17,390	103,287	139,642	109,975	26,089	113,224	14,610	2,482	523	527,202	57,382	39,684	624,248	796,224
Payroll related costs	45,589	82,377	145,616	109,412	30,844	171,180	6,710	7,144	680	599,552	65,834	25,617	691,003	705,911
Message reimbursement	10,766	32,742	230,637	60,341	19,657	54,523	1,889	289	127	410,871	1,192	3,364	415,527	448,631
Contracted services	9,750	40,426	60,013	146,892	40,417	29,944	8,272	3,307	174,458	513,479	17,077	6,803	537,359	493,749
Accounting	11,027	185,446	347,092	113,924	1,770	4,384	-	-	9,541	681,368	28,650	-	829,936	24,804
Assistance to individuals	10,375	39,662	37,491	22,571	4,622	18,923	8,184	1,659	924	139,503	3,560	7,734	149,797	89,936
Conferences, conventions, meetings	2,731	4,526	3,012	9,851	579	1,285	252	2,729	517	25,482	32,277	4,271	62,030	39,733
Depreciation	26,099	66,471	74,816	69,596	10,439	12,179	6,960	5,220	1,740	273,520	48,716	-	322,236	306,607
In-kind contributions	6,203	17,928	138,207	240	3,291	9,349	779	608	3,547	217,922	8,180	-	226,102	164,488
Insurance	25,679	11,708	17,825	14,213	10,271	11,983	6,947	5,136	455	64,431	8,154	2,954	75,539	80,214
Interest	-	39,372	73,609	66,474	-	-	-	-	1,712	243,083	47,931	-	291,014	299,743
Legal	-	-	-	-	-	-	-	-	-	-	54,911	-	54,911	8,490
Membership dues	1,366	1,631	1,707	5,661	282	6,746	72	1,984	33	19,492	7,931	2,191	29,614	45,415
Miscellaneous	4,689	7,104	5,862	107,037	688	5,489	185	2,666	330	131,660	8,583	2,290	142,533	32,689
Occupancy	39,081	120,874	106,377	51,707	7,772	30,617	3,528	2,609	1,286	363,851	25,156	8,573	397,580	472,156
Printing and publications	518	4,876	5,442	11,267	843	4,869	968	417	2	29,202	5,122	28,476	63,800	67,508
Rental and equipment maintenance	8,529	15,134	25,755	23,238	3,689	6,264	2,232	1,713	780	87,334	14,548	1,440	103,322	99,563
Supplies	5,435	21,148	15,234	8,707	904	11,857	492	478	43	64,298	6,772	2,725	73,795	71,824
Travel	1,364	25,901	5,884	8,924	1,000	5,109	283	1,403	449	50,217	63	782	51,062	64,171
Current year totals	\$ 626,445	\$ 1,661,117	\$ 2,817,039	\$ 1,917,314	\$ 453,488	\$ 2,027,667	\$ 140,574	\$ 128,068	\$ 203,847	\$ 9,975,559	\$ 1,252,586	\$ 462,536	\$ 11,690,681	\$ 11,638,851
Prior year totals	\$ 647,488	\$ 1,626,193	\$ 2,941,118	\$ 2,003,028	\$ 455,791	\$ 1,844,488	\$ 132,619	\$ 104,919	\$ 255,987	\$ 10,011,631	\$ 1,205,401	\$ 421,819	\$ 11,638,851	\$ 11,638,851

See Independent Auditors' Report.

Child and Family Services of New Hampshire
464 Chestnut Street, PO Box 448, Manchester, NH 03105-0448
603-518-4000

Board of Trustees

December 5th, 2017

Borja Alvarez de Toledo
President/CEO

Lauren Adams

Suzanne Boulter, MD

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Stephanie Singleton

Jennifer Stebbins

Borja Alvarez de Toledo, M.Ed.

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

alvarezdetoledob@cfsnh.org

Professional Profile

- A seasoned leader with more than 15 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

Professional Experience

Child and Family Services of New Hampshire

Manchester, NH

December 2013- Present

~ President and CEO

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

Riverside Community Care

Dedham, MA

2009- 2013

~ Division Director, Child and Family Services

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

The Guidance Center, Inc.

Cambridge, MA

1998 - 2009

~ Chief Operating Officer

2007 - 2009

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

Private Practice in Psychotherapy and Clinical Consultation

Madrid, Spain

1992 - 1998

~Adjunct Faculty

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

Centro Médico-Psicopedagógico

Madrid, Spain

1994 - 1997

~Clinical Coordinator/Director of Training.

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

ITAD (Institute for Alcohol and Drug Treatment),

Madrid, Spain

1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

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

~ Senior Family Therapist, Couples and Family Therapy Program

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

Charles River Health Management

Boston, MA

1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

Graduate Certificate of Business

University of Massachusetts, Lowell, 2000.

Master's Degree in Education

Counseling Psychology Program. Boston University, 1989.

B.A. in Clinical Psychology

Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

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

Languages

Fluent in Spanish, French and Italian.

Maria Gagnon, MSW

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

SKILLS SUMMARY

~Project Management

~Project Evaluation

~Data to Manage

~Non-Profit Operations

~Budget Development

~Local/Federal Grant Writing

~Strategic Planning

~Staff Recruitment

~Staff supervision

PROFESSIONAL EXPERIENCE

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

Senior Vice President, Chief Operating Officer

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

FIRST – Manchester, New Hampshire (2011 to 2013)

Director, Corporate & Foundation Relationships

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

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

Executive Director

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

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

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

Director, Adolescent Treatment Initiative and Closing the Treatment Gap Initiative

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

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

State Director

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

ADDITIONAL PROFESSIONAL EXPERIENCE

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

Director of Operations and Program Development/Clinical Social Worker

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

Adjunct Faculty, Communications Department Grant Writing Skills

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

Completed feasibility study for the NH Dental Association (2011)

EDUCATION

Master's Degree in Social Work (MSW)

University of New Hampshire, 1998

Bachelor's Degree in Social Work (BSW)

Rivier College, 1991

ANTHONY F. CHEEK, JR.

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

EXPERIENCE: Child & Family Services Manchester, NH
01/11- Present **Vice President/CFO**

Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees and a budget of \$12 Million.

3/07- 1/11 Fountains America, Inc., Pittsfield, NH
Vice President/Director of Finance

Overall responsibility for the corporate finance, human resource and information technology functions of a US holding company and its three operating divisions, all subsidiaries of fountains plc headquartered in the UK.

- US budget responsibility \$7 Million, Group budget \$100 Million.
- Prepare and monitor annual budgets.
- Provide monthly financial analysis and forecasts to US President and UK group CFO.
- Manage corporate risk matters including legal, insurance and compliance issues.
- Oversee corporate tax matters and accounting standards compliance.
- Manage accounting department staff of six for maximum efficiency and responsiveness to internal and external stakeholders.
- Manage all human resource and payroll functions.
- Manage IT infrastructure and support needs.
- Work with US President and Division Presidents on strategic issues, company growth initiatives, product and regional cost analysis and acquisition/due diligence projects.

2/96- 3/07 Lakes Region Community Services Council, Inc., Laconia, NH
Director of Finance (3/98-3/07)

Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees, involving four corporate entities and a budget of \$20 Million.

- Prepare and monitor annual budgets, and report monthly to Board of Directors.
- Negotiate funding with the New Hampshire Department of Health and Human Services.
- Prepare and manage contracts with funding sources and vendors.
- Supervision of 15 staff in finance, human resources and other administrative functions.
- Administer the agency's personnel policies, compensation and benefit plans.
- Ensure compliance with state and federal labor regulations.
- Oversee the installation and support of agency computer systems and networks.
- Implemented new IT network infrastructure for satellite offices to improve

communication and optimize operations.

- Implemented new Medicaid billing and data collection software system.
- Manage all corporate risk management including legal issues, insurance coverage and corporate compliance matters.

Assistant Controller (2/96-3/98)

- Manage Accounting department responsible for five interrelated corporations.
- Oversee general ledgers for all corporations including timely monthly closings and account reconciliations.
- Present financial statements at monthly Board meeting.
- Manage staff of five including A/R, A/P, and G/L staff.
- Responsible for coordination of annual audits.
- Assist in preparation and maintenance of annual budgets.
- Converted general ledger software from an in-house system to Solomon IV, a Windows based multi-company software system.
- Responsible for the startup of two new corporations.
- Provide Executive Directors with accurate and timely operating statements and financial analysis.
- Responsible for daily cash management and banking relationships.

11/87 - 2/96

Boyd's Potato Chip Co., Inc., Lynn, MA

Controller/General Manager

- Prepared and analyzed monthly profit and loss statement.
- Monitored and controlled the flow of cash receipts and disbursements.
- Researched, designed specifications for and implemented a computer system to automate order entry, A/R, A/P, and inventory control, reducing data entry by 25% and improving inventory control.
- Coordinated annual audits.
- Administered group insurance plans and workers compensation program. Introduced new programs that resulted in savings to company and reduced workplace accidents.
- Renegotiated union contracts with union management.
- Managed all aspects of transportation and distribution, to ensure prompt deliveries and customer satisfaction.
- Supervised a staff of 20 including office, warehouse and transportation personnel.

EDUCATION:

1986

Bachelor of Science in Business Administration
University of New Hampshire, Durham, NH

COMPUTER SKILLS:

Advanced computer skills including Microsoft Excel, Word and Access. Solomon Dynamics and Sage Accpac accounting systems. Crystal and FRx report writers.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Child and Family Services of New Hampshire

Name of Contract: SS-2018-DCYF-12-ASMT
Closure of Overdue Child
Protective Assessments

BUDGET PERIOD: SFY 19 six (6) months (July 1, 2018 to December 31, 2018)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Borja Alvarez de Toledo	CEO	\$180,000	0.00%	\$0.00
Maria Gagnon	COO	\$102,586	2.50%	\$2,564.65
Anthony Cheek	CFO	\$100,339	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$2,564.65



Jeffrey A. Meyers
Commissioner

Joseph E. Ribsam, Jr.
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

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

13B mac
C&C Approved
12-20-2017

December 5, 2017

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 (DHHS), Division for Children, Youth and Families (DCYF), to enter into a **sole source** contract with Child and Family Services of New Hampshire, Vendor #17766-B002, 464 Chestnut Street, PO Box 448, Manchester, NH 03105, to provide services to DCYF to assist in closing overdue Child Protection Assessments, in an amount not to exceed \$126,922, effective January 1, 2018, or upon date of Governor and Executive Council approval, through June 30, 2018. 100% General Funds

Funds to support this request are available in the following account for SFY 2018.

05-95-045-450010-6127 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	102-500731	Contracts for Program Services	45030354	\$126,922
			Total	\$126,922

EXPLANATION

This request is **sole source** because the work requires a vendor who has a broad and deep understanding of the New Hampshire child protection system and has relationships with multidisciplinary professionals, including law enforcement, medical, and educational, statewide. This work also requires that the vendor have the capability to recruit and train a qualified workforce quickly. The selected vendor, Child and Family Services of New Hampshire, has this capability.

Funds in this agreement will be used to make payment to the vendor to close overdue child protection assessment cases from the Manchester and Concord offices of the New Hampshire Department of Health and Human Services, Division for Children, Youth and Families (DCYF). Closing of assessments from other DCYF offices throughout the State will be assigned to the vendor and completed as requested during the contract period. The vendor will review the specific child protective assessments in need of closure and complete required collateral contacts, data entry and required closing paperwork for these assessments according to DCYF Policy.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to one (1) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

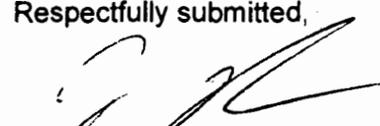
Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state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

Should Governor and Executive Council not authorize this Request, DCYF's Adoption Assistance Program may not meet the requirements of the Adoptions and Safe Families Act of 1997 (H.R. 867) Public Law 105-89 which requires Documentation of Efforts to Adopt. For every child whose permanency plan is adoption or placement in another permanent home, states are required to document the steps taken to find an adoptive family or permanent home, place the child with the adoptive family, a fit and willing relative, a legal guardian, or in another planned living arrangement, and finalize the adoption or legal guardianship.

Area served: Statewide

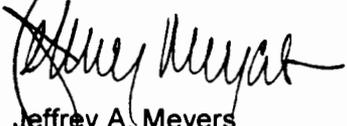
Source of Funds: 100% General Funds.

Respectfully submitted,



Joseph E. Ribsam, Jr.
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: SS-2018-DCYF-12-ASMT

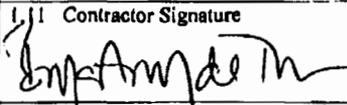
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Child and Family Services of New Hampshire		1.4 Contractor Address 464 Chestnut Street, PO Box 448 Manchester NH 03105	
1.5 Contractor Phone Number 603-518-4300	1.6 Account Number 05-95-45-4500-61270000-102-500731	1.7 Completion Date June 30, 2017 ²⁰¹⁸ <i>Ima Amador</i>	1.8 Price Limitation \$126,922
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory BOBIA ALVAREZ DE TOLEDO PRESIDENT & CEO	
1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Hillsborough</i> . On <i>12-6-17</i> , 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 Public or Justice of the Peace 			
1.13.2 Notary or Justice of the Peace Maura F. D'Amico, ADMINISTRATIVE ASST.			
1.14 State Agency Signature Date: <i>12/6/17</i>		1.15 Name and Title of State Agency Signatory Joseph P. Ryan, Director DCYF	
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  On: <i>Megan A. G. de-Attamy 12/7/17</i>			
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i> By: _____ On: _____			

Subject: SS-2018-DCYF-12-ASMT

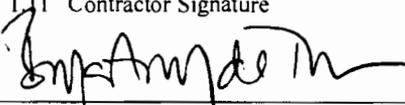
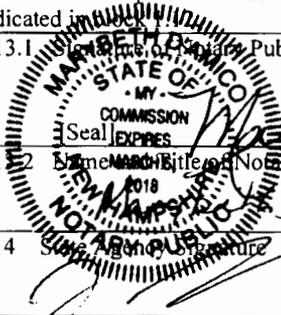
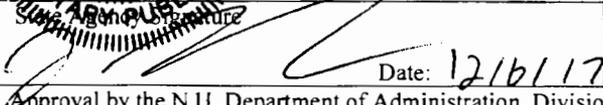
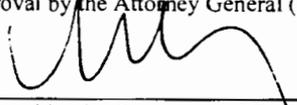
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory BOZJA ALVAREZ DE TOLEDO PRESIDENT & CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>12-6-17</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 1.13.1.			
1.13.1 Name, Title, Office, Public or Justice of the Peace  Margaret D'Amico			
1.13.2 Name, Title, Office, Notary or Justice of the Peace Margaret D'Amico, ADMINISTRATIVE ASST.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>12/6/17</u> Joseph P. Bism, Director Dev.	
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>12/7/17</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 BT
Date 12/6/17

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

The purpose of this contract is for the Contractor to provide services to the Department for a set period of time regarding the closing of overdue Child Protection Assessments which shall include:

- Closing overdue Child Protective Assessment cases from the Manchester and Concord offices of the Department of Health and Human Services, Division for Children, Youth and Families (DCYF); with assessments from other offices assigned as requested;
- Analysis and review of specific Child Protective Assessments in need of closure;
- Complete required collateral contacts, data entry and required closing paperwork for Child Protective Assessments according to DCYF Policy.

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.
- 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.

2. Scope of Services

- 2.1. Contractor will provide the following services to assist with low risk, Level 3 closure of overdue assessments:
 - 2.1.1. Recruitment and retention of up to six (6) part-time and temporary staff;
 - 2.1.2. Manage administrative tasks related to employment;
 - 2.1.3. Coordinate training of staff with DCYF;
 - 2.1.4. Assist with closures from other DCYF offices as requested;
 - 2.1.5. Close approximately forty (40) assessments each week, with a goal of closing 1,000 assessments by the end of the contract;
- 2.2. The Contractor will hire part-time and temporary staff to complete the work.
- 2.3. The Contractor's Chief Operating Officer (COO) will be the main point of contact between Contractor and DCYF.



Exhibit A

-
- 2.4. The COO will coordinate training with DCYF.
- 2.5. Training will include the following:
- 2.5.1. Bridges use;
 - 2.5.2. Assessment policies;
 - 2.5.3. Procedures;
 - 2.5.4. Decision points; and
 - 2.5.5. Rule outs (assessments not ready to be closed).
- 2.6. Contractor's staff will work to close overdue assessments from the Manchester and Concord offices as the highest priority.
- 2.6.1. Contractor will submit a report which shall contain the number of assessments closed.
 - 2.6.2. Overdue assessments to be closed from other offices will be completed by Contractor on an as requested basis.
 - 2.6.3. Cases assigned will be those containing the oldest dates which need assertive collateral outreach and incomplete assessments from cases assigned to staff who no longer work for DCYF.
- 2.7. Contractor's staff, once trained, will complete the following tasks during the closing process:
- 2.7.1. Verify case information;
 - 2.7.2. Review existing investigations to determine activities to complete;
 - 2.7.3. Acquire documentation which shall include medical, police and school records.
 - 2.7.4. Enter documentation into the Bridges system;
 - 2.7.5. Add documents to the case file;
 - 2.7.6. Locate people of interest;
 - 2.7.7. Conduct interviews with collateral contacts which may include but not be limited to custodial parents, non-custodial parents, physicians, teachers, and others who may have witnessed alleged child abuse or neglect;
 - 2.7.8. Contact DCYF Lead Project Coordinator/Supervisor if information obtained indicates a child safety concern;
 - 2.7.9. Occasional travel in the greater Manchester and/or Concord, New Hampshire areas to conduct collateral interviews;
 - 2.7.10. Attend department and agency meetings as requested; and
 - 2.7.11. Submit completed investigations for supervisory case closure review.

3. Staffing

- 3.1. Contractor's COO will be main point of contact between Contractor and DCYF.
- 3.1.1. The COO will recruit, interview, hire, monitor and retain up to six (6) staff to assist with overdue assessments.



Exhibit A

-
- 3.2. Contractor will hire one (1) Lead Case Aide who will provide services as referenced in sub-section 2.7 of this contract including, but not limited to the following services:
 - 3.2.1. Complete assessments, provide supervisory support to other Case Aides;
 - 3.2.2. Assign assessments to other Case Aides;
 - 3.2.3. Respond to questions from other Case Aides; and
 - 3.2.4. Be the point of contact for Case Aides and DCYF staff;
 - 3.3. Lead Case Aide will work up to twenty-nine (29) hours per week.
 - 3.4. Lead Case Aid will have a Bachelor's Degree in social work, counseling, psychology, criminal justice or related field.
 - 3.5. Contractor will hire up to five (5) Case Aides who will complete assessment tasks as referenced in sub-section 2.7 of the contract.
 - 3.6. Case Aides will work between 20-29 hours per week;
 - 3.7. Case Aids will have a Bachelor's Degree in social work, counseling, psychology, criminal justice or related field. An Associate's Degree with one (1) year of experience in a human service field will be considered.

4. Reporting

- 4.1. The Contractor's staff will, upon completion, submit case closure investigations for supervisory review on a daily basis during work hours.
- 4.2. The Contractor will submit monthly, to the Department, with the invoice, a report which shall contain the number of assessment closures completed for that period.
- 4.3. The Contractor's Lead Case Aid will submit a final report within thirty (30) days of end of contract which shall contain the total number of assessment closures completed.

5. Performance Measures

- 5.1. The Contractor will ensure that following performance indicators are achieved and monitored monthly to measure the effectiveness of the agreement:
 - 5.1.1. Close approximately forty (40) assessments each week, once fully staffed and training has occurred;
 - 5.1.2. Close up to 1,000 assessments by the end of the contract period.
- 5.2. The Contractor will 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) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with funds from the General Funds.
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 2.2. 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. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
 - 2.4. 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.
 - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DCYFinvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division for Children, Youth and Families
129 Pleasant Street
Concord, NH 03301
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, 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 Budget

New Hampshire Department of Health and Human Services

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

SS-2018-DCYF-12-ASMT
Closure of Overdue Child Protective

Budget Request for: Assessments
(Name of RFP)

Budget Period: SFY 2018 (January 1, 2018 to June 30, 2018)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 95,307.00	\$ 6,157.00	\$ 101,464.00	% of program cost to total costs
2. Employee Benefits	\$ 12,277.00	\$ 955.00	\$ 13,232.00	% of program cost to total costs
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ 589.00	\$ 589.00	% of program cost to total costs
Purchase/Depreciation	\$ -	\$ 389.00	\$ 389.00	% of program cost to total costs
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ 43.00	\$ 43.00	% of program cost to total costs
6. Travel	\$ 7,800.00	\$ 125.00	\$ 7,925.00	% of program cost to total costs
7. Occupancy	\$ -	\$ 371.00	\$ 371.00	% of program cost to total costs
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ 172.00	\$ 172.00	% of program cost to total costs
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ 75.00	\$ 75.00	% of program cost to total costs
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ 106.00	\$ 106.00	% of program cost to total costs
Board Expenses	\$ -	\$ 45.00	\$ 45.00	% of program cost to total costs
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ 119.00	\$ 119.00	% of program cost to total costs
12. Subcontracts/Agreements	\$ -	\$ 898.00	\$ 898.00	% of program cost to total costs
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Interest Expense	\$ -	\$ 1,494.00	\$ 1,494.00	% of program cost to total costs
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 115,384.00	\$ 11,538.00	\$ 126,922.00	

Indirect As A Percent of Direct

10.0%

Contractor Initials: _____

CAF

Date: _____

12/6/17



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

JAS

2/6/12



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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12/6/12

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: CHILD AND FAMILY SERVICES of NEW HAMPSHIRE

Name: SORJA ALVAREZ DE TOVEZ
Title: President & CEO

12/6/17
Date

Contractor Initials BAK
Date 12/6/17



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.

12/6/17
Date

Contractor Name: CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Name: Sozja ALVAREZ DE TORRES
Title: President & CEO

12/6/17



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Name: DORJA ALVAREZ DE TOLEDO
Title: President & CEO

12/6/17
Date

BA

12/6/17



**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

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.

12/6/17
Date

Contractor Name: CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE

Name: SCOTT ALANIZ DE TORRES

Title: President & CEO

Exhibit G

Contractor Initials

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

Date

12/6/17