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

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend an existing contract with New Hampshire Children’s Trust, Inc. (VC#218449), Concord, NH, to support Family Resource Centers (FRCs) across the state to receive the “Family Resource Center of Quality” designation, to achieve national standards, and to implement the Kinship Navigator Program. The Department is requesting an expansion of the contract with New Hampshire Children’s Trust to leverage its role as the facilitating organization for New Hampshire’s network of FRCs, to address health disparities and influencing factors due to COVID-19 for priority populations, including racial and ethnic minorities and rural populations, by increasing the price limitation by $1,855,000 from $2,533,600 to $4,388,600 with no change to the contract completion date of June 30, 2023, effective upon Governor and Council approval. 81% Federal Funds 19% General Funds.

The original contract was approved by Governor and Council on June 30, 2021, item #41.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Department to expand the scope of work of the contract to increase Community Health worker staffing to meet the need for comprehensive supports provided by FRCs and to address COVID-19 Impacts affecting families. This expanded scope work is will address COVID-19 health disparities among populations at high risk and underserved, including racial and ethnic minority populations and rural communities. Through this amendment the contractor will expand the workforce of Community Health Workers (CHW) and embed them within the statewide network of FRCs to directly serve individuals and families impacted by the COVID-19 pandemic such as economic and health impacts.

CHWs will connect families to mental health, health care, substance use disorder, financial and budgeting supports, food and nutrition programs, COVID-19 testing, vaccination/immunization, and resource identification. Additionally the contract will expand data quality monitoring for additional family support programs such as the home visiting, Community Collaborations project (data to be collected includes economic needs, social needs, race, ethnicity, language, and access to technology and transportation). This will include enhanced communication strategies such as printing materials in additional languages and prioritizing engagement of families impacted by incarceration and families with young children in order to connect them timely to the services available through the FRCs that support positive outcomes.
The Department will continue working with the New Hampshire Children's Trust for its original contract scope to:

1) continue its support to the FRCs for Quality Designation and perform individual assessments of the FRCs applying for the Family Resource Center of Quality (FRC-Q) designation, to identify, document deficiencies in meeting standards, help correct deficiencies, and assist each FRC with the application process; and

2) implement the Kinship Navigator Program; and

3) continue to provide infrastructure and support for the statewide network of FRCs.

The Contractor will work with the Wellness and Primary Prevention Council (established by the NH Legislature with a goal of creating a sustainable, quality system of Family Resource Centers across the state) and Family Support NH to assist FRCs to achieve standards of the National Family Support Network Quality for Family Strengthening and Support for the purpose of acquiring an FRC-Q designation, which includes:

- Providing FRCs with information and trainings on applicable standards and explaining how to acquire the FRC-Q designation;
- Providing technical support to FRCs with the implementation of standards, development of procedures to document practice of standards, and establishment of written plans to meet standards;
- Providing remote or in-person assistance to FRCs with writing the FRC-Q application or other related needs; and
- Participating in the National Family Support Network through a membership with Family Support NH.

The facilitated organization will support FRCs statewide; currently there are fifteen (15) FRCs that will provide kinship navigation to approximately 1,000 families from July 1, 2021, to June 30, 2023.

Should the Governor and Council not authorize this request, FRCs throughout the state will not have the benefit of effective, research-based frameworks to help strengthen families and access resources available in their communities to further their well-being.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.670, FAIN #90CA1858
   Assistance Listing Number #93.391, FAIN # NH75OT000031
   Assistance Listing Number #93.556, FAIN# 21NHPKIN

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

Respectfully submitted,

Lori A. Shibine
Commissioner

The Department of Health and Human Services’ Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**
**FISCAL DETAILS SHEET**

**05-95-045-450010-72160000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, KINSHIP**

**100% General Funds**

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<th>Class Title</th>
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**05-95-045-450010-72160000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, KINSHIP**

**100% Federal Funds**

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**05-095-090-0920-50400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIVISION, COMMUNITY AND HEALTH SERVICES**

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**05-95-090-0920-70470000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCs, Governor Commission Funds**

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**05-95-090-0920-70470000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIVISION, BUREAU OF POLICY AND PERFORMANCE, PH COVID-19**

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| Overall Total     | **$2,533,600**  | **$1,855,000**               | **$4,388,600** |

Governor and Council Letter Attachment
Financial Detail
Page 1 of 1
State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the New Hampshire Family Resource Center Facilitation Organization and Quality Specialist contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Children's Trust, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 30, 2021, (Item #41), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   $4,388,600

2. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.

3. Modify Exhibit C, Payment Terms, Section 4, to read:
   4. The Contractor shall submit an invoice and supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
      4.1. Ensure the invoice is presented in a form that is provided by the Department or is otherwise acceptable to the Department.
      4.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
      4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
      4.4. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.

4. Modify Exhibit C-1, Budget Sheet, through Exhibit C-7, Budget Sheet, by replacing in its entirety with Exhibit C-1 Amendment #1, Budget Sheet through Exhibit C-7 Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-8 Amendment #1, Budget Sheet, which is attached hereto and incorporated by reference herein.

6. Add Exhibit C-9 Amendment #1, Budget Sheet, which is attached hereto and incorporated by reference herein.

7. Add Exhibit C-10 Amendment #1, Budget Sheet, which is attached hereto and incorporated by reference herein.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. 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

9/13/2021
Date

[Signature]
Name: Karen Hebert
Title: Division Director

New Hampshire Children's Trust, Inc.

9/10/2021
Date

[Signature]
Name: Cliff Simmonds
Title: Executive Director
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/14/2021

Date

[Signature]

J. Christopher Marshall
Name: J. Christopher Marshall
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:
Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this agreement to the Family Resource Centers (FRC) in New Hampshire.

1.2. The Contractor shall ensure services are available Statewide via phone, teleconferencing, and in person meetings.

1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 a.m. to 4:00 p.m., including state, federal and Contractor holidays.

1.4. The Contractor shall subcontract with the statewide network of Family Resource Centers (FRC) to establish a workforce of Community Health Workers (CHW) to provide direct services to priority populations impacted by COVID-19 health disparities.

1.5. The Contractor shall provide and support specialized training and technical assistance as proposed by the Department to the newly developed workforce of Community Health workers with topics including, but not limited to:
   1.5.1. Role of Community Health Workers;
   1.5.2. Community Health Workers and Public Health Networks;
   1.5.3. Community Health Workers and community coalitions; and
   1.5.4. Local community and health resources.

1.6. The Contractor shall support FRC Family Support staff and Community Health Worker’s with training and technical assistance around data collection, cultural competency, and accessing state and local community resources. Data will be collected in the Family Support Data System (FSDS). Trainings include, but are not limited to:
   1.6.1. Becoming Providers of NH Easy;
   1.6.2. Bureau of Family Assistance Overview Training;
   1.6.3. Cultural diversity and equity training;
   1.6.4. Family Support Data System;
   1.6.5. Concrete support and Retrospective Protective Factors Survey-2 (PFS-2) to determine social determinants of health needs and protective factors skills gained;
   1.6.6. Assessing food insecurity;
   1.6.7. Allow CHWs to participate on the NH CHW Coalition; and
New Hampshire Department of Health and Human Services
New Hampshire Family Resource Center Facilitation Organization
and Quality Specialist

EXHIBIT B Amendment #1

1.6.8. CHW attendance at Department approved training through Area Health Education Center (AHEC) to meet 13 competencies for CHW (https://www.snhahec.org/community-health-workers.html).

1.7. The Contractor shall ensure that Family Support Workers and Community Health workers:

1.7.1. Provide case management and connections to community services and referrals;

1.7.2. Complete PFS-2 surveys;

1.7.3. Enter data into the FSDS;

1.7.4. Assist with maintaining and or applying for social services within their community;

1.7.5. Provide and distribute educational information about COVID-19 vaccinations and Department general guidance for individual mitigation;

1.7.6. Identify and help to mitigate barriers in health care access such as transportation, language, childcare, etcetera; and

1.7.7. Connect clients with community-based agencies and supports through closed loop and/or warm hand-off referrals for but not limited to:

1.7.7.1. Food insecurity.

1.7.7.2. Mental health supports.

1.7.7.3. Health care referrals.

1.7.7.4. Substance use disorder supports.

1.7.7.5. Educational supports and services.

1.7.7.6. Financial literacy.

1.7.7.7. Budgeting supports.

1.7.7.8. COVID-19 testing, vaccination and/or immunization resources.

1.8. The Contractor shall work with the Department and Community Collaborations project to provide distribution of outreach materials and education to the community about the supports offered through the Family Support Staff and Community Health Workers located at each FRC, which includes, but is not limited to:

1.8.1. Printing outreach and education materials in additional languages such as Spanish, Nepalese, or other languages;
1.8.2. Prioritize and implement strategies that provide engagement and education of early childhood providers about FRC’s and the services provided.

1.8.3. Prioritize and implement strategies that provide engagement and education of incarcerated parent families on FRC services provided through partnerships of activities with the Family Connections Center at the New Hampshire Department of Corrections.

1.9. The Contractor shall support each Family Resource Center (FRC) with their self-assessment to determine the level of readiness for each FRC to receive the Family Resource Center of Quality (FRC-Q) designation in accordance with National Family Support Network (NFSN) Standards of Quality for Family Strengthening and Support (Standards).

1.10. The Contractor shall perform an individual assessment of any FRC applying for FRC-Q designation to identify and document deficiencies in meeting Standards and to assist each FRC throughout the application process.

1.11. The Contractor shall work with the Wellness and Primary Prevention Council (WPPC) and Family Support NH (FSNH) to provide support to FRCs in implementing and meeting the Standards for the purpose of acquiring an FRC-Q designation. The Contractor shall ensure support includes, but is not limited to:

1.11.1. Providing FRCs with information about the Standards (https://www.nationalfamilysupportnetwork.org/standards-of-quality);

1.11.2. Providing technical support to FRCs with the implementation of Standards;

1.11.3. Providing technical support to FRCs with the implementation of procedures to document practice of Standards;

1.11.4. Providing training and technical assistance to FRCs with the development of a written plan to meet Standards;

1.11.5. Traveling to any FRC requesting an in-person consultation;

1.11.6. Assisting FRCs with completing the FRC-Q application;

1.11.7. Reviewing FRC-Q applications for accuracy;

1.11.8. Participating in the NFSN through a membership with FSNH; and

1.11.9. Providing FRCs with information and trainings on acquiring the FRC-Q designation.
1.12. The Contractor shall collaborate with other FRC technical assistance assets to assess the capacity of each FRC relative to the core and optional standards defined by the WPPC.

1.13. The Contractor shall work with the Department and FRCs to determine culturally appropriate process and outcome data collection and analysis.

1.14. The Contractor shall assist FRCs with increasing operational efficiencies.

1.15. The Contractor shall provide technical assistance for oversight as well as implementation of a quality improvement process.

1.16. The Contractor shall utilize a Community of Practice sharing model that allows FRC administrators and leadership to establish and strengthen cooperation, collaboration, and informal mentoring among FRCs.

1.17. The Contractor shall educate policymakers, communities, and community groups on FRC best practices.

1.18. The Contractor shall ensure priority is given to FRCs providing home services to:

1.18.1. Families for whom the Division for Children, Youth and Families (DCYF) has issued a letter of concern;

1.18.2. Families with cases reported by DCYF as unfounded but with reasonable concern; and

1.18.3. Recipients of Temporary Assistance to Needy Families (TANF) program services.

1.19. The Contractor shall utilize the Family Support Data System Quick Base data platform for the purposes of supporting quality improvement efforts, capable of collecting data on, but not limited to, the following:

1.19.1. Identifying FRC locations, statewide;

1.19.2. Identifying FRC-Q locations, statewide;

1.19.3. Identifying FRC-Q designation expiration dates;

1.19.4. Documenting trainings provided to FRCs through;

1.19.4.1. Notes from the training;

1.19.4.2. The number of training attendees; and

1.19.4.3. Identified action items.

1.19.5. Identifying which FRCs have completed the FRC-Q self-assessment;

1.19.6. Identifying FRCs that have completed the FRC-Q designation application;

1.19.7. Identifying FRCs with plans in place to become an FRC-Q;
1.19.8. Identifying individuals who have received Standards certification;
1.19.9. Documenting FRC and FRC-Q service outcomes;
1.19.10. Documenting FRC priorities; and
1.19.11. Identifying shared measurements among FRCs for family outcomes.

1.20. The Contractor shall ensure collection of data in the Family Support Data System and support data quality to include the following demographics:

1.20.1. Race
1.20.2. Ethnicity
1.20.3. Language
1.20.4. Household income
1.20.5. Marital status
1.20.6. Age of parents
1.20.7. Sexual orientation and/or gender identity
1.20.8. Town
1.20.9. County
1.20.10. Incarcerated parent
1.20.11. Receiving benefits that include, but are not limited to:
   1.20.11.1. SNAP
   1.20.11.2. Child Care
   1.20.11.3. Medicaid
   1.20.11.4. Social Security
   1.20.11.5. TANF
   1.20.11.6. WIC

1.21. The Contractor shall provide upon request to the Department summary reports, information, and individual participant outcomes reporting.

1.22. The Contractor shall coordinate data collection efforts for programs including but not limited to:

1.22.2. NH Maternal Infant Early Childhood Home Visiting.
1.22.3. Healthy Families America Home Visiting Programs.
1.22.4. Community Collaborations to Strengthen and Preserve Families Programs.
1.23. The Contractor shall provide Technical Assistance (TA) around data integrity and develop reports related to the data collection.

1.24. The Contractor shall provide training to all new FRC staff who enter data into the Quick base platform.

1.25. The Contractor shall ensure data integrity for the CFSS program and Community Collaborations project and provide the necessary reports monthly.

1.26. The Contractor shall work with the Department to plan and align other data collection efforts for any other new programs administered through Family Resource Centers.

1.27. The Contractor shall provide quality improvement training and resources to FRCs and FRC-Qs, including but not limited to:

   1.27.1. Collecting and disseminating FRC-Q best practices and evidence-based program models;

   1.27.2. Convening FRCs and FRC-Qs in a Community of Practice sharing model;

   1.27.3. Promoting collaboration through shared learning opportunities and training with FRCs and FRC-Qs across state agencies in an effort to improve service outcomes;

   1.27.4. Increasing FRC administrative and operational efficiencies; and

   1.27.5. Providing technical assistance to ensure that each FRC-Q has a clear non-profit business model.

1.28. The Contractor shall provide funding to each FRC in year two (2) of the contract, for their administrative needs to support the work of the FRC, which includes but is not limited to the salaries of the Executive Director and Chief Financial officers and building repairs and maintenance.

   1.28.1. The Contractor shall ensure the distribution of funds be based on a formula with FRC-Q designation.

1.29. The Contractor shall fund and support positions for the purposes of supporting kinship caregivers who are caring for kin. The Contractor shall ensure:

   1.29.1. Navigators are utilized within FRCs and FRC-Qs to provide support to kinship caregivers who are caring for kin as a result of a placement.

   1.29.2. Navigators connect with kinship caregivers, in-person or by other electronic means such as FaceTime and Zoom, for the purposes of:

      1.29.2.1. Assessing kinship caregiver needs;

      1.29.2.2. Providing outreach, engagement, and community support services and referrals; and
EXHIBIT B Amendment #1

1.29.2.3. Utilizing or creating peer support groups for kinship caregivers.

1.29.3. Provide training to Navigators to provide consistency across Navigators through education and training, consistent with:

1.29.3.1. DCYF; and

1.29.3.2. TANF programs.

1.30. The Contractor shall market FRCs to raise public awareness, and raise awareness among statewide and potential partners. The Contractor shall ensure:

1.30.1. Public awareness activities align and are coordinated with other statewide family support and strengthening networks; and

1.30.2. Consistent marketing and branding of FRCs and FRC-Qs

1.31. The Contractor shall utilize the Boundary Spanning Leadership framework to promote cross-system collaboration between FRCs, FRC-Qs and other child-welfare and family service agencies, businesses, philanthropic funders and other organizations providing family support and/or economic support services.

1.32. The Contractor may identify and assist FRCs and FRC-Qs in their applications for additional funding opportunities for FRC and FRCQ operations, programs, or quality improvement activities.

1.33. The Contractor shall facilitate the FRC-Q designation review process, which includes, but is not limited to:

1.33.1. Assembling FRC-Q designation review teams devised of members of the WPPC;

1.33.2. Providing reviewing teams with necessary site review tools;

1.33.3. Coordinating FRC site reviews;

1.33.4. Recording, publishing, and reviewing team minutes;

1.33.5. Developing a form to gather review team meeting feedback; and

1.33.6. Communicating results to FRC applicants.

1.34. The Contractor shall attend all Wellness and Primary Preservation Council (WPPC) meetings.

1.35. The Contractor shall attend all FSNH monthly meetings and provide progress reports on the number of FRCs achieving FRC-Q designation.

1.36. The Contractor shall attend any National Family Support Network meetings as identified by the Department.

1.37. The Contractor shall utilize project management best practices throughout the contract term.
New Hampshire Department of Health and Human Services  
New Hampshire Family Resource Center Facilitation Organization  
and Quality Specialist  

EXHIBIT B Amendment #1

1.38. The Contractor shall demonstrate an implementation of a Community of Practice sharing model among FRCs and FRC-Qs.

1.39. The Contractor shall document specific trainings, guidance, and supports for FRCs and FRC-Qs providing home visiting services.

1.40. The Contractor shall maintain the Family Support Data System data collection system in accordance with this Scope of Services.

1.41. The Contractor shall demonstrate an increase in the number of FRCs receiving the FRC-Q designation.

1.42. The Contractor shall maintain the training process and continue to develop the Kinship Navigation position based on evaluation of the program and staff performance.

1.43. The Contractor shall provide evidence of a sufficient number of Navigators through subcontract to ensure Statewide coverage.

1.44. The Contractor shall support FRC-Q with the re-designation process every three (3) years.

1.45. The Contractor shall provide support to FRC-Q to develop a work plan to increase best practice standards using the National standards of quality for family strengthening and support, data outcomes, client satisfactory surveys and other evaluation tools.

1.46. The Contractor in collaboration with the Department shall design a FSNH satisfaction survey to ensure the Facilitated Organization meets the needs of the Family Resource Centers.

1.47. The Contractor shall demonstrate an increase in Navigator positions and kinship Navigator support in each year of this Agreement.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

Monthly Reports

SS-2022-DEHS-01-NEWHA-01-A01  
New Hampshire Children's Trust, Inc.  
Page 8 of 14  
9/10/2021
New Hampshire Department of Health and Human Services
New Hampshire Family Resource Center Facilitation Organization 
and Quality Specialist

EXHIBIT B Amendment #1

3.1. The Contractor shall submit monthly reports to the Department FSNH, WPPC, within fifteen (15) days following the end of the reporting period, to ensure adequate and efficient service delivery, which include, but are not limited to reports detailing the following:

3.1.1. The number of FRC-Q designation applications received;
3.1.2. The number of Vendor FRC and FRC-Q site reviews performed;
3.1.3. The number of FRCs receiving the FRC-Q designation;
3.1.4. Status updates on FRCs applying for the FRC-Q designation according to the FRCs individual written plan;
3.1.5. A comprehensive training plan for each FRC-Q within ninety (90) days of receipt of FRC-Q designation;
3.1.6. The number and topics of trainings provided to all FRCs and FRC-Qs;
3.1.7. The number of FRC and FRC-Q staff trained;
3.1.8. Progress made in developing shared family outcome measures;
3.1.9. The number of Navigator positions supported and/or funding; and
3.1.10. The number of trainings delivered to Navigators;

3.2. The Contractor shall submit monthly Kinship Navigator report, within fifteen (15) days following the end of the reporting period with a final report due thirty (30) days from contract completion date.

Quarterly Reports

3.3. The Contractor shall submit quarterly reports to the Department FSNH, WPPC, within fifteen (15) days following the end of the reporting period, to ensure adequate and efficient service delivery, which include, but are not limited to reports detailing the following:

3.3.1. The Number of CHW positions supported;
3.3.2. The Number and type of trainings provided to both the Family Support Staff and Community Health Workers through COVID-19 Health Disparities funding;
3.3.3. Number of CHW and FRC's enrolled as providers of NH EASY in order to support individual connections to economic supports to minimize COVID-19 impacts;
3.3.4. Number of improvements to data collection, quality and reporting capacity for recipients related to COVID-19 disparities and inequities, which include;
3.3.4.1. Workforce support for data collection and reporting to ensure collection of complete and representative data (e.g., race,
New Hampshire Department of Health and Human Services  
New Hampshire Family Resource Center Facilitation Organization  
and Quality Specialist  

EXHIBIT B Amendment #1

3.3.4.2. Implemented strategies to educate CHW and FRC staff on the importance of data to address disparities and inequities; and  
3.3.4.3. Developed plans for data quality assurance and improvement;  
3.3.5. Number of cases by CHW and Number of encounters per CHW;  
3.3.6. Number of COVID-19 encounters indicating mitigation and prevention through referral of vaccination/vaccine support by each FRC and by CHW, which includes coordination of activities related to administration of vaccines but not the actual vaccine administration;  
3.3.7. Number of encounters to provide communication about COVID-19 risk factors, mitigation, and prevention;  
3.3.8. Number of other navigation and support services to address COVID-19 risk factors (e.g., employment, economic, child care, health care);  
3.3.9. The Contractor will be required to utilize the NH Division of Public Health Services Equity Review Toolkit prior to work plan development and/or implementing any programming. This toolkit will provide guidance on ensuring equity, including Race, Ethnicity and Linguistic (REAL) and Sexual Orientation and Gender Identity (SOGI) data collection as well as community engagement as core pieces of the work of the Department grant-based work.

Annual Reporting  
3.4. The Contractor shall provide a comprehensive annual report by June 30th of each year. The annual report must summarize:  
3.4.1. Participation  
3.4.2. Outcomes  
3.4.3. Challenges  
3.4.4. Strengths  
3.4.5. Identified needs for the upcoming fiscal year  
3.5. The Contractor shall provide an annual satisfaction survey report to the Department within thirty (30) days of calendar year.

4. Performance Measures  
4.1. The Contractor shall demonstrate an increase in the number of FRCs receiving FRC-Q designation by at least four (4), from an established baseline as of the contract effective date. Annual baselines are as follows:  
4.1.1. Three (3) in State Fiscal Year 2022.
New Hampshire Department of Health and Human Services
New Hampshire Family Resource Center Facilitation Organization
and Quality Specialist

EXHIBIT B Amendment #1

4.1.2. Three (3) in State Fiscal Year 2023.

4.2. The Contractor shall provide a summary of PFS-2 surveys completed for the
CFSS program, the COVID Health Disparities and Community Collaborations
projects.

4.2.1. Surveys will show percentages of types of concrete needs identified for
the families served by race, ethnicity and language when available.

4.2.2. Surveys will show percentage of increased protective factors using the
retrospective survey.

4.3. The Contractor shall actively and regularly collaborate with the Department to
enhance contract management, improve results, and adjust program delivery
and policy based on successful outcomes.

4.4. The Contractor may be required to provide other key data and metrics to the
Department, in the aggregate and de-identified, including client-level
demographic, performance, and service data.

4.5. Where applicable, the Contractor shall collect and share data with the
Department, in the aggregate and de-identified, in a format specified by the
Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically
Appropriate Programs and Services

5.2.1. The Contractor shall submit, within ten (10) days of the contract
effective date, a detailed description of the communication access
and language assistance services to be provided to ensure
meaningful access to programs and/or services to individuals with
limited English proficiency; individuals who are deaf or have hearing
loss; individuals who are blind or have low vision; and individuals who
have speech challenges.

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other
materials prepared during or resulting from the performance of the
services of the Contract shall include the following statement: “The

EXHIBIT B Amendment #1

preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
   5.3.3.1. Brochures.
   5.3.3.2. Resource directories.
   5.3.3.3. Protocols or guidelines.
   5.3.3.4. Posters.
   5.3.3.5. Reports.

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. 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 shall procure said license or permit, and shall 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.

5.5. Eligibility Determinations

5.5.1. 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.

5.5.2. 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.

5.5.3. 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.

5.5.4. 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.

6. Records

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

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
6.1.4. Medical records on each patient/recipient of services.

6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
<table>
<thead>
<tr>
<th>Use Item</th>
<th>Total Program Cost</th>
<th>Contractor Share of Total Program Cost</th>
<th>Funded by DHHS contract share</th>
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Indirect As A Percent of Direct: 5.6%
### New Hampshire Department of Health and Human Services

**Contractor Name:** New Hampshire Childrens Trust, Inc.  
**Project Title:** Facilitating Organization for Family Resource Centers - CDC FY73  
**Budget Period:** FY72, FY73 - 03/0323

#### Exhibit C-2 Amendment F: Budget Sheet

<table>
<thead>
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<th>Item</th>
<th>Total Program Cost</th>
<th>Contractor Share / Match</th>
<th>Funded by DHHS contract share</th>
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<tbody>
<tr>
<td>Direct</td>
<td>Indirect</td>
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1. **Salaries/Travels**  
   - Total: $2,760.80  
   - Indirect: $2,760.80  
   - Direct: $0  
   - Indirect: $0  

2. **Employee Benefits**  
   - Total: $1,000.70  
   - Indirect: $1,000.70  
   - Direct: $0  
   - Indirect: $0  

3. **Consultants**  
   - Total: $877.45  
   - Indirect: $877.45  
   - Direct: $0  
   - Indirect: $0  

4. **Equipment**  
   - Total: $420.00  
   - Indirect: $420.00  
   - Direct: $0  
   - Indirect: $0  

5. **Supplies**  
   - Total: $2,312.00  
   - Indirect: $2,312.00  
   - Direct: $0  
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6. **Educational**  
   - Total: $77.00  
   - Indirect: $77.00  
   - Direct: $0  
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7. **Labor**  
   - Total: $506.00  
   - Indirect: $506.00  
   - Direct: $0  
   - Indirect: $0  

8. **Occupancy**  
   - Total: $3,410.00  
   - Indirect: $3,410.00  
   - Direct: $0  
   - Indirect: $0  

9. **Personnel**  
   - Total: $120.00  
   - Indirect: $120.00  
   - Direct: $0  
   - Indirect: $0  

10. **Travel**  
    - Total: $605.00  
    - Indirect: $605.00  
    - Direct: $0  
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11. **Subscriptions**  
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    - Direct: $0  
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12. **Audit and Legal**  
    - Total: $605.00  
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    - Indirect: $0  

13. **Insurance**  
    - Total: $307.07  
    - Indirect: $307.07  
    - Direct: $0  
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14. **Software**  
    - Total: $565.00  
    - Indirect: $565.00  
    - Direct: $0  
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15. **Marketing/Communications**  
    - Total: $307.07  
    - Indirect: $307.07  
    - Direct: $0  
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16. **Human Resources**  
    - Total: $420.00  
    - Indirect: $420.00  
    - Direct: $0  
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17. **General Administration**  
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**Notes:**  
- **3/3/2021**  
- **New Hampshire Childrens Trust, Inc.**  
- **SS-2023-03051-01**  
- **Exhibit C-2 Amendment F, Budget Sheet**  
- **Page 1 of 1**  

**Contractor Inital:** [signature]
## New Hampshire Department of Health and Human Services

**Contractor Name:** New Hampshire Children's Trust, Inc.  
**Project Title:** Facilitating Organization for Family Resource Centers - DCYF NHNHF SFT'22  
**Budget Period:** FY'22: 1/1/21 - 12/31/21

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*Indirect As A Percent of Direct: 8.4%*
### New Hampshire Department of Health and Human Services

#### Contractor Name: New Hampshire Children's Trust, Inc.

#### Project Title: Facilitating Organizations for Family Resource Centers - DCYF Rhode Island FY73

#### Budget Period: FY73, Jul-Dec

#### Exhibit C-4 Amendment A, Budget Sheet

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**TOTAL**  
$127,118.00  
$7,500.00  
$134,618.00  
$7,500.00  

Interest as a Percent of Direct: 0.7%
### New Hampshire Department of Health and Human Services

**Contractor Name:** New Hampshire Children’s Trust, Inc.

**Project Title:** Facilitating Organization for Family Resource Centers - General Funds SFY722

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

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<td>20. Subcontract/Agreements</td>
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**Indirect As A Percent of Direct**

7.78%

**New Hampshire Children’s Trust, Inc.**

53-2931-2023-01 - FVPA-01-AD1

Exhibit C-6, Amendment #1, Budget Sheet

Page 1 of 1
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Total Program Cost</th>
<th>Contractor Share of Budget</th>
<th>Funded by OARS contract share</th>
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Indirect as Percent of Direct: 27.9%

New Hampshire Department of Health and Human Services

Contractor Name: New Hampshire Children's Trust, Inc.
Project Title: Facilitating Organization for Family Resource Centers - General Funds SFP'23
Budget Period: SFP'23, FY'23 - SFP'23

Contractor Initials: [Signature]
Date: 3/18/2023
## New Hampshire Department of Health and Human Services

**Contractor Name:** New Hampshire Children's Trust, Inc.  
**Project Title:** Facilitating Organization for Family Resource Centers - Covid Disparities Public Health Grant SFY22  
**Budget Period:** SFY2021 - SFY2022

### Contractor Share / Match

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**Indirect As A Percent of Direct: 10.5%**
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Interest as a percent of direct: **10.0%**
### New Hampshire Department of Health and Human Services

**Contractor Name:** New Hampshire Childrens Trust, Inc.  
**Project Title:** Facilitating Organization for Family Resource Centers - Governor Commission Funds SFY23  
**Budget Period:** SFY22 - SFY23

#### New Hampshire Children’s Trust, Inc.
Project Title: Facilitating Organization for Family Resource Centers - Governor Commission Funds SFY23  
Budget Period: SFY22 - SFY23

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<tr>
<td>20. Software</td>
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<tr>
<td>21. Maintenance/Communications</td>
<td>$14,261.00</td>
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<td>$14,261.00</td>
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<tr>
<td>22. Staff education and training</td>
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<tr>
<td>23. Subcontracts/Agreements</td>
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<td>25. Other (specific subcategory)</td>
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Interest As % of Direct: 2.2%
### New Hampshire Department of Health and Human Services

**Contractor Name:** New Hampshire Children's Trust, Inc  
**Project Title:** Feeding Organization for Family Resource Centers - COMMUNITY COLLABORATION SPY12  
**Budget Period:** 07/01/2022 - 06/30/2023

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<td>4. Repair and Maintenance</td>
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<td>5. Fees</td>
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<td>6. Travel</td>
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<td>9. Legal</td>
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<td>14. Other expenses (include necessary)</td>
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**Indirect As A Percent of Direct**  
10.3%
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 NEW HAMPSHIRE CHILDREN'S TRUST, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 09, 2010. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 625893
Certificate Number: 0005381031

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of June A.D. 2021.

William M. Gardner
Secretary of State
CERTIFICATE OF AUTHORITY.

1. Jennifer Cronin, hereby certify that:
   (Name of the elected Officer of the Corporation/LLC: cannot be contract signatory)

   1. I am a duly elected Clerk/Secretary/Officer of New Hampshire Children's Trust
      (Corporation/LLC Name)
   2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and
      held on September 8, 2021, at which a quorum of the Directors/shareholders were present and voting.
      (Date)

   VOTED: Cliff Simmonds, Executive Director (may list more than one person)
   (Name and Title of Contract Signatory)

   is duly authorized on behalf of New Hampshire Children's Trust to enter into contracts or agreements with the State
   (Name of Corporation/ LLC) of New Hampshire and any of its agencies or departments and further is authorized to execute any and all
   documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which
   may in his/her judgment be desirable or necessary to effect the purpose of this vote.

   3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the
      date of the contract/contract amendment to which this certificate is attached. This authority remains valid for
      thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of
      New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the
      position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any
      limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire,
      all such limitations are expressly stated herein.

   Dated: September 10, 2021
   
   Signature of Elected Officer
   Name: Jennifer Cronin
   Title: President, Board of Directors

   Rev. 03/24/20
# Certificate of Liability Insurance

**Producer:**
E & S Insurance Services LLC
21 Meadowbrook Lane
PO Box 7425
Gilford, NH 03247-7425

**Contact Name:**
Eleanor Spinazzola
Phone: (603) 293-2761
Fax: (603) 293-7188
Email: Eleanorspinazzola@esinsurance.net

**Insured:**
New Hampshire Children's Trust
10 Ferry St Ste 307
Concord, NH 03301

**Coverages Certificate Number:** 2021

### Coverages

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Exp Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>04SBAA7049</td>
<td>05/09/2021</td>
<td>E.L. Claims-Made Each Occurrence 2,000,000, Bodily Injury Each Accident 1,000,000, Property Damage Each Accident 10,000</td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td>04WECA03ZWK</td>
<td>05/09/2021</td>
<td>E.L. Each Accident 100,000, E.L. Disease - Each Employee 100,000, E.L. Disease - Policy Limit 500,000</td>
</tr>
</tbody>
</table>

### Description of Operations / Locations / Vehicles

Certificate holder is an additional insured (CGL) as required by a signed contract with the named insured. 30 day cancellation notice.
**New Hampshire Children's Trust**

**Mission Statement:** The New Hampshire Children's Trust leads the drive to ensure safe, stable, and nurturing relationships and environments for children by educating, advocating, and collaborating.

**Vision:** We envision a New Hampshire where all children grow up free from abuse and neglect.
NEW HAMPSHIRE CHILDREN'S TRUST, INC.

Financial Statements
For the Year Ended December 31, 2020

(With Independent Auditors' Report Thereon)
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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
New Hampshire Children’s Trust, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of New Hampshire Children’s Trust, Inc., which comprise the statement of financial position as of December 31, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

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

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors’ judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes
evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Children's Trust, Inc. as of December 31, 2020, 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 New Hampshire Children's Trust, Inc.'s 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 9, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2019 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by Government Auditing Standards
In accordance with Government Auditing Standards, we have also issued our report dated June 15, 2021 on our consideration of New Hampshire Children’s Trust Inc.’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of New Hampshire Children's Trust Inc.’s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering New Hampshire Children's Trust Inc.'s internal control over financial reporting and compliance.

Melanson
Merrimack, New Hampshire
June 15, 2021
NEW HAMPSHIRE CHILDREN’S TRUST, INC.

Statement of Financial Position
December 31, 2020
(with comparative totals as of December 31, 2019)

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Without Donor Restrictions</td>
<td>With Donor Restrictions</td>
</tr>
<tr>
<td>CURRENT ASSETS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$592,621</td>
<td>$46,389</td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>22,875</td>
<td>-</td>
</tr>
<tr>
<td>Grants receivable</td>
<td>247,022</td>
<td>-</td>
</tr>
<tr>
<td>Loan receivable</td>
<td>10,302</td>
<td>-</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>1,914</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td>874,734</td>
<td>46,389</td>
</tr>
<tr>
<td>NONCURRENT ASSETS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property and equipment, net</td>
<td>38,942</td>
<td>-</td>
</tr>
<tr>
<td>Beneficial interest held in trust</td>
<td>-</td>
<td>1,602,751</td>
</tr>
<tr>
<td>Security deposit</td>
<td>2,520</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Noncurrent Assets</strong></td>
<td>41,462</td>
<td>1,602,751</td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td>$916,196</td>
<td>$1,649,140</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIABILITIES AND NET ASSETS</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>CURRENT LIABILITIES:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts payable</td>
<td>$159,797</td>
<td>$ -</td>
</tr>
<tr>
<td>Accrued expenses</td>
<td>50,088</td>
<td>-</td>
</tr>
<tr>
<td>Contract liabilities</td>
<td>117,514</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Current Liabilities</strong></td>
<td>327,399</td>
<td>-</td>
</tr>
<tr>
<td>NET ASSETS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Without donor restrictions:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Undesignated</td>
<td>408,784</td>
<td>-</td>
</tr>
<tr>
<td>Board-designated</td>
<td>180,013</td>
<td>-</td>
</tr>
<tr>
<td>With donor restrictions:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time or purpose restricted</td>
<td>-</td>
<td>46,389</td>
</tr>
<tr>
<td>Beneficial interest held in trust</td>
<td>-</td>
<td>1,602,751</td>
</tr>
<tr>
<td><strong>Total Net Assets</strong></td>
<td>588,797</td>
<td>1,649,140</td>
</tr>
<tr>
<td><strong>Total Liabilities and Net Assets</strong></td>
<td>$916,196</td>
<td>$1,649,140</td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these financial statements.
NEW HAMPSHIRE CHILDREN'S TRUST, INC.

Statement of Activities
For the Year Ended December 31, 2020
(with comparative totals for the year ended December 31, 2019)

<table>
<thead>
<tr>
<th></th>
<th>2020 Without Donor Restrictions</th>
<th>2020 With Donor Restrictions</th>
<th>2020 Total</th>
<th>2019 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Support and Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Support:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contributions</td>
<td>$195,209</td>
<td>$110,940</td>
<td>$306,149</td>
<td>$200,163</td>
</tr>
<tr>
<td>Grants</td>
<td>1,485,481</td>
<td></td>
<td>1,485,481</td>
<td>520,385</td>
</tr>
<tr>
<td>Designated endowment distributions</td>
<td>38,515</td>
<td></td>
<td>38,515</td>
<td>38,477</td>
</tr>
<tr>
<td>In-kind contributions</td>
<td>4,118</td>
<td></td>
<td>4,118</td>
<td>5,878</td>
</tr>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service fees</td>
<td>898,522</td>
<td></td>
<td>898,522</td>
<td>24,763</td>
</tr>
<tr>
<td>Other income</td>
<td>1,110</td>
<td></td>
<td>1,110</td>
<td></td>
</tr>
<tr>
<td>Net Assets Released From Restriction</td>
<td>112,800</td>
<td>(112,800)</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Support and Revenue</strong></td>
<td>2,735,755</td>
<td>(1,860)</td>
<td>2,733,895</td>
<td>789,666</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Services:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family strengthening and support</td>
<td>2,142,944</td>
<td>-</td>
<td>2,142,944</td>
<td>482,383</td>
</tr>
<tr>
<td>Community education and advocacy</td>
<td>192,277</td>
<td>-</td>
<td>192,277</td>
<td>106,083</td>
</tr>
<tr>
<td><strong>Total Program Services</strong></td>
<td>2,335,221</td>
<td>-</td>
<td>2,335,221</td>
<td>588,466</td>
</tr>
<tr>
<td>Supporting Services:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General and administrative</td>
<td>136,649</td>
<td>-</td>
<td>136,649</td>
<td>133,030</td>
</tr>
<tr>
<td>Fundraising</td>
<td>74,463</td>
<td></td>
<td>74,463</td>
<td>76,450</td>
</tr>
<tr>
<td><strong>Total Supporting Services</strong></td>
<td>211,112</td>
<td>-</td>
<td>211,112</td>
<td>209,480</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>2,546,333</td>
<td></td>
<td>2,546,333</td>
<td>797,946</td>
</tr>
<tr>
<td><strong>Change in Net Assets from Operations</strong></td>
<td>189,422</td>
<td>(1,860)</td>
<td>187,562</td>
<td>(8,280)</td>
</tr>
<tr>
<td>Non-operating Activities:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>1,006</td>
<td></td>
<td>1,006</td>
<td>3,968</td>
</tr>
<tr>
<td>Beneficial interest (See Note 6)</td>
<td>55,606</td>
<td>122,042</td>
<td>177,648</td>
<td>165,579</td>
</tr>
<tr>
<td><strong>Total Non-operating Activities</strong></td>
<td>56,612</td>
<td>122,042</td>
<td>178,654</td>
<td>169,547</td>
</tr>
<tr>
<td><strong>Change in Net Assets</strong></td>
<td>246,034</td>
<td>120,182</td>
<td>366,216</td>
<td>161,267</td>
</tr>
<tr>
<td><strong>Net Assets, Beginning of Year</strong></td>
<td>342,763</td>
<td>1,528,958</td>
<td>1,871,721</td>
<td>1,710,454</td>
</tr>
<tr>
<td><strong>Net Assets, End of Year</strong></td>
<td>$588,797</td>
<td>$1,649,140</td>
<td>$2,237,937</td>
<td>$1,871,721</td>
</tr>
</tbody>
</table>

The accompanying notes are an integral part of these financial statements.
# NEW HAMPSHIRE CHILDREN'S TRUST, INC.

## Statement of Functional Expenses

*For the Year Ended December 31, 2020*

(with comparative totals for the year ended December 31, 2019)

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Program Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Family Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strengthening Support</td>
<td>$ 472,775</td>
<td>$ 109,778</td>
</tr>
<tr>
<td>Education Advocacy</td>
<td>$ 582,553</td>
<td>$ 3,252</td>
</tr>
<tr>
<td>Program Services</td>
<td>$ 53,983</td>
<td>$ 8,490</td>
</tr>
<tr>
<td>Total</td>
<td>$ 589,315</td>
<td>$ 42,835</td>
</tr>
<tr>
<td><strong>Supporting Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General and Administration</td>
<td>$ 147,061</td>
<td>$ 729,614</td>
</tr>
<tr>
<td>Fundraising</td>
<td>$ 3,983</td>
<td>$ 53,954</td>
</tr>
<tr>
<td>Total</td>
<td>$ 151,044</td>
<td>$ 783,568</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 2,142,944</td>
<td>$ 2,335,221</td>
</tr>
</tbody>
</table>

| **Personnel expense**    |                               |                               |
| Salaries                 | $ 472,775                     | $ 109,778                     |
| Payroll taxes            | $ 582,553                     | $ 3,252                        |
| Employee benefits        | $ 53,983                      | $ 8,490                       |
| **Subtotal personnel expense** | $ 576,835             | $ 133,497                     |

| **Awards**               |                               |                               |
| **Board expenses**       |                               |                               |
| Conferences hosted       | $ 8,717                       | $ 8,717                       |
| Dues and subscriptions   | $ 3,551                       | $ 3,796                       |
| Depreciation             | $ 8,742                       | $ 11,018                      |
| Educational supplies     | $ 8,600                       | $ 5,192                       |
| Equipment                | $ 4,754                       | $ 6,069                       |
| Event space rental       |                               |                               |
| Facilitating organization pass thru costs | $ 4,100                     | $ 4,100                       |
| Grant distribution       | $ 1,152,220                   | $ 1,152,220                   |
| Information technology   | $ 5,109                       | $ 6,613                       |
| In-kind services and donations: |                               |                               |
| Professional services    |                               |                               |
| Supplies                 |                               |                               |
| Insurance                | $ 108                         | $ 136                         |
| Marketing/advertising    | $ 90,950                      | $ 113,962                     |
| Miscellaneous            | $ 605                         | $ 605                         |
| Occupancy                | $ 55,130                      | $ 64,053                      |
| Office expense           | $ 79,730                      | $ 83,344                      |
| Postage and mailing      | $ 1,734                       | $ 2,373                       |
| Printing and copying     | $ 830                         | $ 1,528                       |
| Professional and contracted services | $ 89,520          | $ 100,020                     |
| Professional development | $ 44,033                      | $ 44,033                      |
| Program supplies         | $ 2,348                       | $ 2,720                       |
| Refreshments             | $ 1,472                       | $ 1,472                       |
| Telephone and internet   | $ 5,266                       | $ 6,415                       |
| Travel                   | $ 2,235                       | $ 2,284                       |
| **Total**                | $ 2,142,944                   | $ 2,335,221                   |

The accompanying notes are an integral part of these financial statements.
NEW HAMPSHIRE CHILDREN'S TRUST, INC.

Statement of Cash Flows
For the Year Ended December 31, 2020
(with comparative totals for the year ended December 31, 2019)

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Flows From Operating Activities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change in net assets</td>
<td>$366,216</td>
<td>$161,267</td>
</tr>
<tr>
<td>Adjustments to reconcile change in net assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>to net cash provided (used) by operating activities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>13,819</td>
<td>5,436</td>
</tr>
<tr>
<td>Change in beneficial interest</td>
<td>(122,142)</td>
<td>(112,120)</td>
</tr>
<tr>
<td>(Increase) Decrease in:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>(20,578)</td>
<td>4,605</td>
</tr>
<tr>
<td>Grants receivable</td>
<td>(70,412)</td>
<td>(176,610)</td>
</tr>
<tr>
<td>Loan receivable</td>
<td>(101)</td>
<td>(101)</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>1,664</td>
<td>1,722</td>
</tr>
<tr>
<td>Increase (Decrease) In:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts payable</td>
<td>156,651</td>
<td>(4,400)</td>
</tr>
<tr>
<td>Accrued expenses</td>
<td>31,303</td>
<td>(7,209)</td>
</tr>
<tr>
<td>Contract liabilities</td>
<td>117,514</td>
<td>-</td>
</tr>
<tr>
<td>Net Cash Provided (Used) By Operating Activities</td>
<td>473,934</td>
<td>(127,410)</td>
</tr>
</tbody>
</table>

| Cash Flows From Investing Activities: |        |        |
| Purchases of fixed assets          | (34,018) | (20,207) |
| Net Cash Used By Investing Activities | (34,018) | (20,207) |
| Net Change in Cash and Cash Equivalents | 439,916 | (147,617) |
| Cash and Cash Equivalents, Beginning of Year | 199,094 | 346,711 |
| Cash and Cash Equivalents, End of Year | $639,010 | $199,094 |

The accompanying notes are an integral part of these financial statements.
NEW HAMPSHIRE CHILDREN'S TRUST, INC.

Notes to Financial Statements
For the Year Ended December 31, 2020

1. Organization

Vision for New Hampshire – We envision a New Hampshire where all children grow up free from abuse and neglect.

Mission – We lead the drive to ensure safe, stable, and nurturing relationships and environments for children by educating, advocating, and collaborating.

New Hampshire Children’s Trust, Inc. (the Organization) is mandated as the Governor’s Designated Statewide Prevention Agency under Community-Based Child Abuse Prevention (CBCAP) as the New Hampshire chapter of Prevent Child Abuse America (PCAA), and as a member of the National Alliance of Children’s Trust and Prevention Funds (the Alliance). Founded in 1986 as the New Hampshire Children’s Trust Fund, a quasi-governmental organization, the agency transitioned to New Hampshire Children’s Trust, Inc., a 501(c)(3) nonprofit corporation, in 2011.

The Organization impacts the lives of children and families through the following programs:

Family Strengthening and Support
Investments in primary prevention are essential to building a New Hampshire where children grow up free from abuse and neglect, and where all families have access to comprehensive and responsive supports, so they are healthy, learning and thriving now and in the future. The Organization operationalizes this strategy by providing comprehensive supports and services to mission-driven organizations. As New Hampshire’s Family Resource Center Facilitation Organization & Quality Specialist (FO), the Organization coordinates resources and public awareness activities, and provides training and technical assistance for the implementation of operational quality control standards for Family Resource Centers (FRC) statewide to standardize practices and service delivery across programs. The Organization developed, implemented, and oversees New Hampshire’s Kinship Navigation Program which provides formal supports and services to kinship families statewide. Additionally, the Organization developed, implemented, and manages New Hampshire’s Family Support Data System (FSDS), a common platform for agencies to track and report on program data and family outcomes. Data derived from FSDS is used to inform actions and service delivery. The Organization adheres to the Strengthening Families Framework and the Essentials for Childhood Framework to create the context for healthy children and families through
programs, policy, and social norms change with the ultimate goal being increased opportunities for all New Hampshire children and families.

**Community Education and Advocacy**
This strategy focuses on the community and society domains of public health social ecological framework. Informed by the latest research, best practices and emerging best practices in child abuse and neglect prevention, it provides education and support to elected officials; community, faith and business leaders; parents; providers; and concerned citizens. It includes public education and awareness campaigns such as BE PREVENTION, Kinship Navigation, Family Support NH, and creates pathway for participant engagement through activity books and other materials so children can thrive in safe, stable, and nurturing environments.

2. **Summary of Significant Accounting Policies**

The following is a summary of significant accounting policies used in preparing and presenting the accompanying financial statements.

**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, 2019, from which the summarized information was derived.

**Cash and Cash Equivalents**
All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

**Accounts Receivable**
Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. 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). At December 31, 2020 and 2019, management believes all receivables to be fully collectable.

**Grants Receivable**
Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Amounts recorded as grants receivable represent cost-reimbursable federal and state contracts and grants, which the incurrence of allowable qualifying expenses and/or the performance of certain requirements have been met or performed.
The allowance for uncollectible grants receivable is based on historical experience and a review of subsequent collections. Management has determined that no allowance is necessary.

**Property and Equipment**
Property and equipment additions over $500 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 5 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in 2020 or 2019.

**Beneficial Interest Held in Trust**
The Organization is the beneficiary of an agency endowment fund held at the New Hampshire Charitable Foundation. 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 to be used to plan and initiate programs to prevent child abuse and neglect. 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 changes in net assets with donor restrictions. The assets in the trust will never be distributed to the Organization.

**Net Assets**

*Net Assets Without Donor Restrictions*
Net assets available for use in general operations and not subject to donor- (or certain grantor-) imposed restrictions. The Board has designated, from net assets without donor restrictions, net assets for an operating reserve.

*Net Assets With Donor Restrictions*
Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction
expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

**Revenue and Revenue Recognition**
The Organization recognizes contributions when cash, securities or other assets, an unconditional promise to give, or a notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met.

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

Revenue derived from providing program services is recognized as the services are provided. Program service fees paid in advance are deferred to the period to which they relate. Payments for trainings and conferences is required before the service is provided and is recorded as a contract liability until the performance obligation is met. Due to the nature and timing of the performance and/or transfer of services, certain contract liabilities at December 31 of each year are recognized the in the following year.

**Donated Services and In-Kind Contributions**
Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets and (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair values of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense 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 amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use.

**Functional Allocation of Expenses**
The costs of providing the Organization's various programs and activities have been summarized on a functional basis in the Statement of Activities. The Statement of
Functional Expenses presents the natural classification detail of expenses by function. Certain categories of expenses are attributed to more than one program or supporting function. Accordingly, certain costs have been allocated among the programs and supporting services benefited on a reasonable basis that is consistently applied. Expenses that relate solely to the functional categories are directly charged, however, there are certain expenses that are allocated. The expenses that are allocated include utilities, repairs and maintenance, depreciation, certain insurances, interest, salaries and wages, benefits, and payroll taxes, which are allocated based on time and effort estimates.

**Measure of Operations**
The Statement of Activities reports all changes in net assets, including changes in net assets from operating and non-operating activities. Operating activities consist of those items attributable to the Organization’s ongoing programs and services. Non-operating activities are limited to resources outside of those programs and services and are comprised of non-recurring gains and losses on sales and dispositions, interest income, and changes in the beneficial interest held in trust.

**Income Taxes**
The Organization has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In 2020 and 2019, the Organization was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

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

**Financial Instruments and Credit Risk**
Deposit concentration risk is managed by placing cash and money market accounts with financial institutions believed to be creditworthy. The Organization carefully manages its bank accounts and monitors deposits to ensure insurance limits are not exceeded. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates.
Fair Value Measurements

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity’s own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

- **Level 1** – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
- **Level 2** – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
- **Level 3** – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

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

New Accounting Standards to be Adopted in the Future

**Contributed Nonfinancial Assets**

In September 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2020-07, Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed
assets or utilities; material and supplies, such as food, clothing, or pharmaceuticals; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU should be applied on a retrospective basis and will be effective for the Organization for the year ending December 31, 2022. Early adoption is permitted. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

**Leases**

In February 2016, the FASB issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the Statement of Financial Position at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statement of Activities. This ASU will be effective for the Organization for the year ending December 31, 2022. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

**Credit Losses**

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the Statement of Activities will reflect the measurement of credit losses for newly-recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Organization for the year ending December 31, 2023. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.
3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statement of Financial Position date, are comprised of the following at December 31, 2020 and 2019:

<table>
<thead>
<tr>
<th>Financial assets at year end:</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and cash equivalents</td>
<td>$639,010</td>
<td>$199,094</td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>22,875</td>
<td>2,297</td>
</tr>
<tr>
<td>Grants receivable</td>
<td>247,022</td>
<td>176,610</td>
</tr>
<tr>
<td>Loan receivable</td>
<td>10,302</td>
<td>10,201</td>
</tr>
<tr>
<td>Beneficial interest held in trust</td>
<td>1,602,751</td>
<td>1,480,609</td>
</tr>
<tr>
<td><strong>Total financial assets</strong></td>
<td>2,521,960</td>
<td>1,868,811</td>
</tr>
</tbody>
</table>

Less amounts not available to be used within one year:

| Board-designated reserve                            | (180,013)| (180,013) |
| Net assets with donor restrictions:                 |         |         |
| Beneficial interest held in trust                   | (1,602,751)| (1,480,609) |
| **Total financial assets available within one year**| 739,196  | 208,189 |

| Additional liquidity resources:                     |         |         |
| Bank line of credit                                 | 300,000 | 50,000  |
| **Total financial assets and liquidity resources**  | $1,039,196| $258,189|

Time and purpose restricted net assets, included in net assets with donor restrictions, are expected to be met in less than one year and, therefore, are available for spending.

The Organization regularly monitors liquidity required to meet it operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

4. Loan Receivable

In 2016, the Organization entered into a one-year, unsecured $10,000 loan agreement with the New Hampshire Community Loan Fund (the Fund). The Organization has renewed the loan agreement annually and the loan has a current maturity date of June 30, 2021. Interest is compounded annually at a rate of 1% per annum. The Fund is a nonprofit voluntary corporation that provides services to lower income households and disadvantaged people in the form of housing, educational resources, and financing
for community based development projects. The Organization believes the Fund directly implements the Center for the Study of Social Policy’s Strengthening Families’ Protective Factors by providing concrete supports to these families in times of need and increasing their social connections. Through the Fund’s financial support of other community organizations, it also helps indirectly with the implementation of the Strengthening Families Framework last two Protective Factors: Parental Resilience, Knowledge of Parenting and Child Development, and Social and Emotional Competence of Children.

As discussed in Note 2, 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 3 is for assets measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the asset. Using Level 3 valuation technique, the estimated fair value of the loan receivable at December 31, 2020 and 2019 has been determined to be $10,302 and $10,201, respectively.

5. Property and Equipment

Property and equipment is comprised of the following at December 31, 2020 and 2019:

<table>
<thead>
<tr>
<th></th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furniture, fixtures, and equipment</td>
<td>$71,413</td>
<td>$37,177</td>
</tr>
<tr>
<td>Less accumulated depreciation</td>
<td>(32,471)</td>
<td>(18,434)</td>
</tr>
<tr>
<td>Total</td>
<td>$38,942</td>
<td>$18,743</td>
</tr>
</tbody>
</table>

Depreciation expense totaled $13,819 and $5,436 for the years ended December 31, 2020 and 2019, respectively.

6. Beneficial Interest Held in Trust

The Organization is the beneficiary of an agency endowment fund created by New Hampshire RSA 169-C:39-c and held at the New Hampshire Charitable Foundation (the Foundation). Pursuant to the terms of the resolution establishing this fund, property contributed to the New Hampshire Charitable Foundation is held as a separate fund specifically for the benefit of the Organization. A second agency endowment fund, the Lucy Fowlkes Breed Legacy Fund, was created in 2010. In accordance with its spending policy, the Foundation makes distributions from these funds to the Organization.

The beneficial interest held in trust is reported at its fair value, which is estimated as the fair value of the underlying trust assets. As discussed in Note 2, because there are no
observable market transactions for assets similar to the beneficial interest held in trust and because the trust cannot be redeemed, the valuation technique used by the Organization is a Level 3 fair value measure.

<table>
<thead>
<tr>
<th>General Endowment</th>
<th>Lucy Fowlkes Breed Legacy</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beneficial interest held in trust, beginning of year</td>
<td>$1,465,115</td>
<td>$15,494</td>
</tr>
<tr>
<td>Contributions</td>
<td>-</td>
<td>100</td>
</tr>
<tr>
<td>Investment return</td>
<td>184,984</td>
<td>1,983</td>
</tr>
<tr>
<td>Amount distributed to the Organization</td>
<td>(55,024)</td>
<td>(582)</td>
</tr>
<tr>
<td>Foundation fees</td>
<td>(9,217)</td>
<td>(102)</td>
</tr>
<tr>
<td>Beneficial interest held in trust, end of year</td>
<td>$1,585,858</td>
<td>$16,893</td>
</tr>
</tbody>
</table>

The change in the fair value of the beneficial interest held in trust is recognized in net assets with donor restrictions in the Statement of Activities.

7. Accrued Expenses

Accrued expenses at December 31, 2020 and 2019 consist primarily of accrued salaries and accrued earned time.

8. Contract Liabilities

Upon receipt of a prepayment for services, the Organization recognizes a contract liability in the amount of the prepayment for its performance obligation to transfer goods and services in the future. In March 2020, the Organization was awarded a $1 million contract with the University of New Hampshire to assist and facilitate New Hampshire family resource centers. A 50% deposit was received in May 2020 and the remaining 50% in November 2020. At December 31, 2020 and 2019, the Organization has recorded a contract liability of $117,514 and $0, respectively, which the Organization will recognize as revenue when it transfers those goods and services and, therefore, satisfies its performance obligations.

9. Line of Credit

The Organization has a line of credit with a bank that is secured by all assets of the Organization. In May 2020, maximum borrowings on the line was increased from $50,000 to $300,000. The line is payable on demand, with regular monthly payments of all accrued unpaid interest. Interest is variable based upon changes in an independent index, which is the highest Wall Street Journal Prime Rate, and is calculated using a rate of 1.5% over the index. At December 31, 2020 and 2019, the balance on this line of credit was $0. The line was not utilized in 2020 or 2019.
10. **Net Assets**

**Board-designated Net Assets**
Board-designated net assets have been established to 1) meet the Organization’s operational demands given its uneven annual cash flow cycle; 2) be prepared for managing uncertainties associated with federal funding; and 3) be positioned to take advantage of opportunities for new initiatives and program expansion. Board policy states that any interim use of these funds, when used to assist with the Organization’s cash flow, should be replaced within sixty days. The balance of board-designated net assets at December 31, 2020 and 2019 was $180,013 and $180,013, respectively.

**Net Assets With Donor Restrictions**
Net assets with donor restrictions are comprised of the following at December 31, 2020 and 2019:

<table>
<thead>
<tr>
<th>Subject to expenditure for a specified purpose:</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strengthening Families Framework</td>
<td>$37,800</td>
<td>$29,500</td>
</tr>
<tr>
<td>Summit sponsorships</td>
<td>5,900</td>
<td>7,850</td>
</tr>
<tr>
<td>New Hampshire Family Now podcasts</td>
<td>-</td>
<td>7,000</td>
</tr>
<tr>
<td>My Voice Matters</td>
<td>-</td>
<td>3,000</td>
</tr>
<tr>
<td>Other</td>
<td>2,689</td>
<td>999</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>46,389</td>
<td>48,349</td>
</tr>
</tbody>
</table>

Perpetual in nature:

| Beneficial interest held in trust             | 1,602,751 | 1,480,609 |
| **Total**                                     | $1,649,140 | $1,528,958 |

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the years ended December 31, 2020 and 2019:

<table>
<thead>
<tr>
<th>Satisfaction of purpose restrictions:</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strengthening Families Framework</td>
<td>$97,300</td>
<td>$10,000</td>
</tr>
<tr>
<td>Summit sponsorships</td>
<td>4,500</td>
<td>9,850</td>
</tr>
<tr>
<td>New Hampshire Family Now podcasts</td>
<td>7,000</td>
<td>-</td>
</tr>
<tr>
<td>My Voice Matters</td>
<td>3,000</td>
<td>-</td>
</tr>
<tr>
<td>Other</td>
<td>1,000</td>
<td>7,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$112,800</td>
<td>$26,850</td>
</tr>
</tbody>
</table>
11. Grants and Conditional Contributions

The Organization was awarded a federal Community-Based Child Abuse Prevention (CBCAP) grant from the U.S. Department of Health and Human Services in the amount of $207,971 during the year ended December 31, 2019 for the period October 1, 2019 through September 30, 2020. These funds are from the Child Abuse Prevention and Treatment Act Title II program and are allocated to states on a per child formula. Since 1996, the Governor of New Hampshire has designated New Hampshire Children’s Trust, Inc. as the State Lead Agency eligible to apply for and receive these funds. The CBCAP funds are used to strengthen and improve prevention programs and activities. The Organization has drawn down $0 and $51,993 of the funding as of December 31, 2020 and 2019, respectively. The Organization was awarded $212,085 during the year ended December 31, 2020, for the period October 1, 2020 through September 30, 2021. Whereas CBCAP is a cost-reimbursable grant, $368,063 and $115,978 have not been recognized at December 31, 2020 and 2019, respectively, because qualifying expenditures have not yet been incurred.

In June 2019, the Organization was awarded a grant with the State of New Hampshire Department of Health and Human Services to provide Family Resource Center (FRC) facilitation and organization services in an amount not to exceed $1,004,646 and with a completion date of June 30, 2021. In December 2019, the grant was amended to increase the funding to $3,021,874, retroactive to October 1, 2019 with no change to the completion date. Under this grant, the Organization provides coordination, support, training, and technical assistance for the implementation of operational and quality control standards for all FRC’s statewide in order to increase the number of FRC’s receiving the Family Resource Center of Quality (FRC-Q) designation and standardize FRC and FRC-Q delivery of services. The Organization also provides support to kinship caregivers who are caring for family members because of the placement by the Division of Children, Youth and Families (DCYF). Whereas this is a cost-reimbursable grant, $1,296,731 has not been recognized at December 31, 2020 because qualifying expenditures have not yet been incurred.

Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget’s Uniform Grant Guidance, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. 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.

At December 31, 2020 and 2019, contributions approximately $20,000 and $40,000, respectively, have not been recognized in the accompanying Statement of Activities because the conditions on which they depend has not yet been met.
12. **Donated Professional Services and Materials**

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fundraising campaigns. The following donated services and goods met the criteria for recognition in these financial statements for the years ended December 31, 2020 and 2019 based upon Generally Accepted Accounting Principles:

<table>
<thead>
<tr>
<th>Description/purpose</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal consultation</td>
<td>$3,343</td>
<td>$4,147</td>
</tr>
<tr>
<td>Gifts for Unsung Hero Award recipients</td>
<td></td>
<td>$1,214</td>
</tr>
<tr>
<td>Subscription fees</td>
<td>775</td>
<td>517</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$4,118</strong></td>
<td><strong>$5,878</strong></td>
</tr>
</tbody>
</table>

13. **Retirement Plan**

The Organization participates in a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code. The plan covers full-time employees of the Organization who have worked at least 1,000 hours during the 12-month period immediately following the date of hire. Employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code. Contributions made to the plan by the Organization for the years ended December 31, 2020 and 2019 totaled $22,728 and $0, respectively.

14. **Designated Funds with New Hampshire Charitable Foundation**

The Organization is the beneficiary of three designated funds held at the New Hampshire Charitable Foundation (the Foundation). Under these agreements, amounts that are donor designated for this purpose are transferred permanently to the Foundation. In accordance with FASB ASC 958-605-25, amounts received for the endowment fund are not recorded as income and are not included as assets in these financial statements. Rather, the contributions are recorded as assets and as income of the Foundation. The fair market value of these endowment funds was as follows at December 31, 2020 and 2019:

<table>
<thead>
<tr>
<th>Fund</th>
<th>2020</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>GPCF Child Abuse Fund</td>
<td>$334,254</td>
<td>$308,888</td>
</tr>
<tr>
<td>Lou and Lutza Smith Endowment Fund</td>
<td>465,339</td>
<td>430,025</td>
</tr>
<tr>
<td>Lou and Lutza Smith Administrative Endowment Fund</td>
<td>310,158</td>
<td>286,620</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,109,751</strong></td>
<td><strong>$1,025,533</strong></td>
</tr>
</tbody>
</table>
In accordance with its spending policy, the Foundation makes distributions from the funds to the Organization to offset its supporting services expenses. Total distributions received were $38,515 and $38,477 for the years ended December 31, 2020 and 2019, respectively.

15. Operating Leases

In August 2016, the Organization renewed the lease on its office space for a five-year period. As part of the agreement, the Organization is also required to pay monthly estimated real estate taxes based on its proportionate share of the leased office space. In July 2019, the Organization amended the lease agreement, which included moving its office space to a larger suite, but at the same location, and extending the term until December 2022. In July 2020, the Organization amended its office space lease agreement to occupy additional office space. Rent expense, which is included in occupancy in the Statement of Functional Expenses, totaled $55,470 and $39,689 for the years ended December 31, 2020 and 2019, respectively.

The following is a schedule of future minimum rental payments as of December 31, 2020:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
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<tbody>
<tr>
<td>2021</td>
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<tr>
<td>2022</td>
<td>$66,333</td>
</tr>
<tr>
<td>Total future minimum rental payments</td>
<td>$130,670</td>
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</tbody>
</table>

In 2018, the Organization entered into a 48-month non-cancellable lease agreement for office equipment, scheduled to expire in 2022. In July 2020, the Organization amended the lease agreement to include the cost of additional office equipment, increasing the fixed monthly rental payments from $394 to $518.

16. Concentrations of Risk

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended December 31, 2020 and 2019, federal grants accounted for 86.7% and 65.9%, respectively, of total operating revenues.

17. Agency Agreement with New Hampshire Division for Children, Youth, and Families

The Organization acts as an agent on behalf of the New Hampshire Division for Children, Youth, and Families (DCYF), where the Organization purchases goods or pays for services when authorized and requested by DCYF. These requests are referred to as "flex fund"
requests and DCYF reimburses the Organization for the purchases or payments. DCYF determines the families that are eligible to receive the goods or services. Whereas the Organization is acting in a fiscal agent capacity, the activity under this agreement is not recorded as revenues and expenses, in accordance with accounting standards. Total activity in 2020 and 2019 amounted to $45,851 and $49,508, respectively.

18. Commitments and Contingencies

COVID-19
The COVID-19 outbreak in the United States has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on those we serve, our funders, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain; however, to date the Organization has been able to operate at 100% capacity.

19. Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

20. Subsequent Events

Subsequent events have been evaluated through June 15, 2021, the date the financial statements were available to be issued.
INDEPENDENT AUDITORS’ REPORT

To the Board of Directors
New Hampshire Children’s Trust, Inc.

Report on the Financial Statements

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of New Hampshire Children’s Trust, Inc. (the Organization) which comprise the statement of financial position as of December 31, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated June 15, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters
As part of obtaining reasonable assurance about whether the Organization’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Melanson

Merrimack, New Hampshire
June 15, 2021
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<thead>
<tr>
<th>Name, Credentials, Board Title</th>
<th>Workplace</th>
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<th>Email(s)</th>
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<td>BRIAN BEAL</td>
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<td>JENN CRONIN, Board Chair</td>
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<tr>
<td>CLAUDIA FERBER</td>
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<td>JANICE FITZPATRICK, Treasurer, Finance Chair</td>
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<td>SARAH FOX, ESQ, Secretary, Governance Chair</td>
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<td>SOOZE HODGSON, MD</td>
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<tr>
<td>MARY JANE KEANE, Development Chair</td>
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<tr>
<td>MARK KNIGHTS, ESQ, Vice Chair</td>
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<tr>
<td>ERIN MASKWA</td>
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<td>ADAM MEMMOLIO</td>
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<tr>
<td>JOSEPH MENDOLA</td>
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<tr>
<td>MANDI WERNER, ESQ.</td>
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</tbody>
</table>
NATHAN J. FINK
Advocate, Educator, Optimist

EXPERIENCE

Director of Advancement
New Hampshire Children’s Trust
Sept 2018 - ongoing
Concord, NH
- Leading Communications, Marketing, and Development for New Hampshire Children’s Trust, the Governor’s designated statewide community-based child abuse prevention agency, NH’s chapter of Prevent Child Abuse America, and a member of the National Alliance of Children’s Trust & Prevention Funds.

Community Relations & Grants Coordinator
The Mental Health Center of Greater Manchester
Oct 2015 - Aug 2018
Manchester, NH
- Developed an extensive grant portfolio worth over $5 million in private, state, and federal appeals.
- Leadership Team Member and agency representative at various high profile charitable events, forums, and educational presentations.
- Head copywriter, speechwriter, and content generator, contributing editor of the website re-design team, MHCGM’s Narrative Bank and blog writer.

Visiting Assistant Professor
DePaul University
Sep 2011 - June 2015
Chicago, IL
- Executed full 3/3/3 course load (quarter system) of self-designed, department approved curriculum.
- Member of various committees exploring the NYT pilot program, DePaul’s Student Showcase, and Fulbright Scholarship preparation.
- Multiple student organization adviser and general enlistee manager.
- Frequent regional and national educational conference presenter.

Co-Creator, GM, & Head of Sales
Outdoor Outlet, LLC
Oshkosh, WI
- Co-Creator, designer, and manager of 3 commerce websites, employing 10+ employees in a 15,000 square foot facility.
- Propelled net sales to $350,000+ in peak months.
- Branded and marketed sites on various online platforms (social media), while compiling, analyzing, and reporting financial data.
- Integral in the purchasing of wholesale product and subsequent logistical distribution.

MOST PROUD OF

- Presence of mind
  I had to make more time for my sons
- The dynamic PR team
  we’ve assembled at the NHCT
- My sincere belief
  that talent is a function of curiosity

STRENGTHS

Oration, Diplomacy, Cultural Sensitivity, Planning & Logistics, Writing/Editing, Persistence

LANGUAGES

English
Native

Spanish
Advanced

EDUCATION

MFA, Writing
University of New Hampshire
Sep 2009 - May 2011
GPA 4.00 / 4.00

BA, English
University of Wisconsin
Sep 2001 - May 2004
GPA 3.85 / 4.00
MISSION STATEMENT

My mission as a nonprofit professional is to increase the impact of an organization and the effectiveness of their staff, programs and key stakeholders. I seek a leadership position that requires my extensive nonprofit management experience, communications skills, leadership ability and passion for the nonprofit sector to forge effective strategies for meeting organizational goals and objectives.

QUALIFICATIONS SUMMARY

- Innovative team leader and motivator with strong management skills and over 25 years experience spanning the environmental, nonprofit and business sectors.
- Highly accomplished Executive Director with 12 years experience successfully directing two premier nonprofit organizations in New England.
- Proven track record building relationships in the community and creatively accomplishing goals through fundraising initiatives, program management and outreach.
- Raised over $12 million for charitable organizations to date through personal solicitation, capital campaigns and grant development.

BUSINESS EXPERIENCE

New Hampshire Children’s Trust, Concord, NH  
Executive Director  
2019 - present

- Responsible for overseeing the administration, programs and strategic plan of the organization, while being the face of the NHCT working closely with the Board of Directors, government officials, community partners and the public.
- Work to increase and promote the visibility and the engagement of the Trust with local, state and national partners, donors and volunteers. Other duties include fundraising, marketing and community outreach.

Agassiz Village, Lexington, MA  
Executive Director  
2010-2019

- Currently, leading the reorganization, financial growth and stabilization of this 75 year old residential summer camp for underserved youth in the greater Boston area.
- Successfully overcame $50,000 deficit while creating a $190,000 budget surplus and doubling program participation in less than two years.
- Leading an extensive strategic planning process in conjunction with Harvard Business School to develop a long-range plan for growth.
- Cultivating key partnerships and strategic alliances with other Boston area nonprofit organizations to expand resources and increase mission delivery.

Beaver Brook Association, Hollis, NH  
Executive Director  
2000-2010

www.beaverbrook.org
Beaver Brook Association is a nonprofit, environmental education and land stewardship organization with a mission to promote an understanding of interrelationships in the natural world and to encourage conservation of natural resources through education and land stewardship.

- Led the successful reorganization and expansion of operations, programming and funds development, doubling program participation, donor base and revenues in three years.
- Implemented Board governance protocols and operational procedures to improve efficiencies and minimize expenses. Restructuring education programs led to a 325% increase in revenues with a minimal increase in expenses.
- Spearheaded the development and execution of the organization's first capital campaign—reaching a goal of $1.7 million. Led effort to place conservation easements on organization's holdings using funds from the campaign.
- Increased volunteer base from 50 to 200 volunteers through program development and outreach initiatives. Created the Eco-Team volunteer program that expanded our corporate volunteer corps and increased corporate support.
- Built a successful grant writing program and cultivated corporate sponsorships and gifts.
- Managed administrative staff of eight and more than 30 seasonal educators and presenters.


Community Relations Manager

- Counseled major corporate clients from the utilities, pharmaceutical, petrochemical, telecommunications and manufacturing industries on community relations outreach strategies. Managed more than $500,000 in project budgets.
- Developed and implemented comprehensive strategic communications plans for the successful completion of client projects, including hazardous waste clean up, eco-restoration and facilities siting.
- Plan implementation included organizing community action panels and public meetings, developing communications materials and orchestrating consensus building among community and governmental leaders.


Community Relations Specialist

- Managed community and media relations for more than 24 United States Environmental Protection Agency (US EPA) hazardous waste sites under the Superfund law.
- Developed communications strategies and plans to aid in the successful clean up of contaminated sites, including the second-most contaminated site in the US.
- Organized public meetings and developed and distributed communications materials in support of US EPA's technical plans and investigations. Demonstrated a strong proficiency in disseminating technical data and jargon for public consumption.

Walter E. Fernald School, Waltham, MA 1988-1992

Director of Communications and Volunteer Services

(The oldest publicly funded facility for adults with mental retardation in the western hemisphere, dating back to 1848.)

- Managed all internal and external communications for a facility with 2,300 employees and 700 residents, including media relations, special events and communications and marketing materials.
- Developed and maintained an extensive volunteer services program, resulting in growth from 50 to 1,000 volunteers in less than three years.
- Successfully developed media crisis management protocols to improve the reputation of the facility and gain support of key stakeholders, donors and families.

United Way of Stamford, Stamford, CT 1987-1988

Communications Associate and Photographer

- Developed, wrote and designed newsletters, campaign updates and brochures
• Assisted in planning and implementing special events

EDUCATION

Antioch College, Institute for Nonprofit Management Leadership Training  
Duquesne University, B.A., Public Relations  
New England College, Minor, Environmental Science

RECOGNITION

Honored by the Nashua River Watershed Association as one of the “Forty on our Fortieth” award recipients  
Souhegan Valley Chamber of Commerce Business of the Year Award – Beaver Brook Association
Experience

Accounts Payable Clerk • July 2009 – February 2010
Partnership for Successful Living • 45 High Street, Nashua, NH 03060

Responsible for: processing invoices, daily bank deposits, coding invoices, reception coverage, internal Medicaid audits, tracking cash balances, and mailing payments.

Accounts Receivable Clerk • March 2010 – August 2010
Partnership for Successful Living • 45 High Street, Nashua, NH 03060

Responsible for: daily bank deposits, processing payments, client accounts, grants receivable, security deposits, collections, evictions, tracking payments, and providing reports to management.

Senior Staff Accountant • August 2010 – January 2017
Partnership for Successful Living • 45 High Street, Nashua, NH 03060

Responsible for: general ledger activity for Partnership for Successful Living, bank reconciliations, balance sheet reconciliations, journal entries, payroll processing, grant drawdowns, budgets, cash transfers, tracking capital expenditures, track construction projects, maintain fixed assets, oversee accounts payable/accounts receivable, and month end closings.

Financial Specialist • January 2017 – November 2020
Partnership for Successful Living • 77 Northeastern Blvd, Nashua, NH 03063

Responsible for: Maintaining general ledger, maintain fixed assets, bank reconciliations, monthly reporting, reviewing financials, journal entries, grant drawdowns, contract procurement, reconcile accounts payable/accounts receivable, providing financial projections and budgets to upper management, and month end closings.

Accountant/Controller • November 2020 – Current
New Hampshire Children’s Trust • 10 Ferry Street Suite 307, Concord, NH 03301

Responsible for preparing accounts payable and accounts receivable invoices, month end closing, reconcile bank statements, prepare and submit budgets for contracts, grant compliance, and financial reporting to executive director and board. Also responsible for facilitating audit and monitoring budgets with programs managers, maintaining capital expenditures, and any other projects associated with finance and accounting.

Skills
- Proficient in non-profit accounting software MIP, Microsoft Office applications, writing, communication, and technology. Familiar with QuickBooks.

Education
Raymond High School • 2004
Southern New Hampshire University  
2013 • AS Business Administration 2016 • BS Business Administration

- Completed associates degree in business administration with highest honors. Member of Phi Theta Kappa, Alpha Sigma Lambda, and Delta Mu Delta honor societies, completed bachelor degree Magna Cum Laude.

References- Furnished upon request
JOEY A. DRENNAN
ADVOCACY. COMMUNICATIONS. PROGRAM DEVELOPMENT.

PROFILE
Experienced social worker with a diverse professional background and broad skill set. Knowledgable and well-connected within New Hampshire's social services community, values collaboration between agencies.

COMPETENCIES
- Trauma-informed advocacy & service planning
- Communications, writing, editing, graphic design
- Public Speaking
- Program development
- Asset/resource mapping & partnership expansion
- Community Engagement
- Training & instruction
- Research, database management & analytics

EDUCATION & TRAINING
Southern New Hampshire University
MFA, CREATIVE WRITING 2013
BA, SOCIAL SCIENCE 2009

CPI, Inc.
NON-VIOLENT CRISIS PREVENTION & INTERVENTION, 2009

Mental Health Center of Greater Manchester
MOTIVATIONAL INTERVIEWING, 2018

Correctional Counseling, Inc.
MORAL RECONATION THERAPY, 2019
MORAL RECONATION THERAPY, 2019
BREAKING THE CHAINS OF TRAUMA

CONTACT

EMPLOYMENT HIGHLIGHTS
Senior Program Director
NH Children's Trust I June 2019 - Present
Leads the programs team and oversees the special projects & initiatives of the Trust.

Senior Intensive Case Manager - Human Trafficking Response
WAYPOINT | MAY 2018 - PRESENT
- Screens/assesses/determines eligibility of program referrals
- Provides intensive case management services to confirmed victims of sex & labor trafficking
- Collaborates w/local, state, & federal law enforcement to support clients through reporting/legal processes, attends CAC interviews as appropriate
- Supervises case managers and interns, assigns cases as appropriate
- Enters/track/analyzes data in federal OVC Trafficking Information Management System (TIMS), runs/disseminates quarterly reports
- Conceptualizes ways to use TIMS data to improve response
- Conducts outreach, establishes/maintains professional & community partnerships

Core Team Member & Victim Services Committee Chair
NH HUMAN TRAFFICKING COLLABORATIVE TASK FORCE | MAY 2018 - PRESENT
- Organizes statewide membership of victim services providers; develops meeting agendas and training curriculum
- Creates/disseminates monthly Victim Services Report
- Delivers customized training to service providers, law enforcement, & community stakeholders
- Designs task force communication and marketing materials
- Manages task force social media accounts
- Conducts targeted outreach, recruits new task force partners
- Contributes content for federal grant applications, task force proposals, as well as statewide policy and procedures
- Collaborates with local, state, & federal law enforcement on case investigations & program development/sustainability

WORK HISTORY
Therapeutic Day Treatment Case Manager, WAYPOINT, 2017 - 2018
Instructor, Project MOST/SOUTHWEST TENNESSEE COMMUNITY COLLEGE, 2012 - 2014
Program Services Specialist, BIG BROTHERS BIG SISTERS OF NH, 2012 -2012
Residential Counselor, PINE HAVEN BOYS CENTER, 2009 - 2012
Operations Specialist 3RD Class, UNITED STATES NAVY, 2005 - 2009
KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: NH Children’s Trust, Inc.

Name of Program: Facilitating Organization - CDC

<table>
<thead>
<tr>
<th>BUDGET PERIOD: SFY 2022</th>
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</tr>
</thead>
<tbody>
<tr>
<td>NAME</td>
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<td>SALARY</td>
</tr>
<tr>
<td>Cliff Simmonds</td>
<td>Executive Director</td>
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</tr>
<tr>
<td>Nicholas Riso</td>
<td>Controller</td>
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<tr>
<td>Nathan Fink</td>
<td>Director of Advancement</td>
<td>$85,000</td>
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<tr>
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<tr>
<td>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</td>
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</table>
### KEY ADMINISTRATIVE PERSONNEL

**NH Department of Health and Human Services**

**Contractor Name:** NH Children’s Trust, Inc.

**Name of Program:** Covid Disparities Public Health Grant

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**BUDGET PERIOD: SFY 2022**

<table>
<thead>
<tr>
<th>NAME</th>
<th>JOB TITLE</th>
<th>SALARY</th>
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**TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)** $91,300.00

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**BUDGET PERIOD: SFY 2023**

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**TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)** $91,300.00
## KEY ADMINISTRATIVE PERSONNEL

**NH Department of Health and Human Services**

**Contractor Name:** NH Children's Trust, Inc.

**Name of Program:** Facilitating Organization - DCYF Kinship

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**TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)** $34,221.00

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**TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)** $34,221.00
### KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

**Contractor Name:** NH Children's Trust, Inc.  
**Name of Program:** Facilitating Organization - General Funds

#### BUDGET PERIOD: SFY 2022

<table>
<thead>
<tr>
<th>NAME</th>
<th>JOB TITLE</th>
<th>SALARY</th>
<th>PERCENT PAID FROM THIS CONTRACT</th>
<th>AMOUNT PAID FROM THIS CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cliff Simmonds</td>
<td>Executive Director</td>
<td>$120,750</td>
<td>8.30%</td>
<td>$10,022.25</td>
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<tr>
<td>Nicholas Riso</td>
<td>Controller</td>
<td>$80,000</td>
<td>1.10%</td>
<td>$880.00</td>
</tr>
<tr>
<td>Nathan Fink</td>
<td>Director of Advancement</td>
<td>$85,000</td>
<td>6.20%</td>
<td>$5,270.00</td>
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<tr>
<td>Joelyn Drennan</td>
<td>Senior Program Director</td>
<td>$85,000</td>
<td>11.90%</td>
<td>$10,115.00</td>
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**TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request):** $26,287.25

#### BUDGET PERIOD: SFY 2023

<table>
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<tr>
<th>NAME</th>
<th>JOB TITLE</th>
<th>SALARY</th>
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<tbody>
<tr>
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<td>Executive Director</td>
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<td>8.30%</td>
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**TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request):** $26,287.25
### KEY ADMINISTRATIVE PERSONNEL

**NH Department of Health and Human Services**

**Contractor Name:** NH Children's Trust, Inc.

**Name of Program:** Facilitating Organization - Governor Commission

#### BUDGET PERIOD: SFY 2022

<table>
<thead>
<tr>
<th>NAME</th>
<th>JOB TITLE</th>
<th>SALARY</th>
<th>PERCENT PAID FROM THIS CONTRACT</th>
<th>AMOUNT PAID FROM THIS CONTRACT</th>
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#### BUDGET PERIOD: SFY 2023

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<tr>
<td><strong>TOTAL SALARIES</strong></td>
<td><strong>(Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</strong></td>
<td><strong>$0.00</strong></td>
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REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a Sole Source contract with New Hampshire Children’s Trust (VC#218449), Concord, NH, in the amount of $2,533,600 to support each Family Resource Center with their self-assessment to determine their level of readiness to receive the Family Resource Center of Quality designation in accordance with National Family Support Network Standards of Quality for Family Strengthening and Support, with the option to renew for up to four (4) additional years, effective July 1, 2021, or upon Governor and Council approval, whichever is later, through June 30, 2023. 71% Federal Funds, 29% General Funds.

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

See attached fiscal details.

EXPLANATION

This request is Sole Source because there are no known viable alternatives to the services provided by the vendor. The Contractor will continue to support system building and infrastructure development to support and assist Family Resource Centers (FRCs) statewide to provide programs that encompass evidence informed standards of family strengthening. Additionally, this contract will ensure primary prevention is provided through a system of qualified centers and will continue to build upon the investment that the State has made in the Resource Centers. The Contractor previously established evidence informed program and services to kinship families statewide. This program is invaluable to the nearly 12,000 eligible families in the state who are raising children of family members who have experienced and/or may be vulnerable to child maltreatment. Through this contract, the vendor administered a data system that all FRC’s use. This data platform is now supporting FRCs with consistent, statewide data collection and outcomes, enabling the Department to measure the positive impact of the FRC’s and the services they provide for family strengthening and child well-being.

The purpose of this request is for the Contractor to 1) continue its support to the FRC’s for Quality Designation 2) to implement the Kinship Navigator Program and 3) to continue to provide infrastructure and support the statewide network of FRC’s. Through the FRC Quality Designation, the NHCT will perform individual assessments of the FRC’s applying for the Family Resource Center of Quality (FRC-Q) designation, to identify, document deficiencies in meeting standards, support the correction of any deficiencies, and to assist each FRC throughout the application process.
His Excellency, Governor Christopher T. Sununu  
And the Honorable Council  
Page 2 of 2

The facilitated organization will support FRCs statewide; currently there are fifteen (15) FRC’s to will provide kinship navigation to approximately 1,000 families from July 1, 2021, to June 30, 2023.

The Contractor will work with the Wellness and Primary Prevention Council and Family Support NH to provide support to FRCs with implementing and meeting the National Family Support Network Quality for Family Strengthening and Support standards for the purpose of acquiring an FRC-Q designation, which includes:

- Providing FRCs with information about the standards: https://www.nationalfamilysupportnetwork.org/standards-of-quality;
- Providing technical support to FRCs in the implementation of standards;
- Providing technical support to FRCs in the implementation of procedures to document practice of standards;
- Providing training and technical assistance to FRCs in the development of a written plan to meet standards;
- Traveling to any FRC requesting an in-person consultation;
- Assisting FRCs with completing the FRC-Q application;
- Reviewing FRC-Q applications for accuracy;
- Participating in the National Family Support Network through a membership with Family Support NH; and
- Providing FRCs with information and trainings on acquiring the FRC-Q designation.

As referenced in Exhibit A, Provisions to Standard Contract Provisions, Section 1.1., of the attached contract, the parties have the option to extend the agreement for up four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request FRCs throughout the state will not have the benefit of research-based frameworks of family support and subsequently lack resources to help families build on their own strengths and access to resources that are available in their communities to further their well-being.

Area served: Statewide

Source of Funds: #CFDA 93.136, FAIN#NU17CE924984.
#CFDA 93.556, FAIN#191NHPKIN.

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

Respectfully submitted,

Lori A. Shabinette  
Commissioner
## DEPARTMENT OF HEALTH AND HUMAN SERVICES
### FINANCIAL DETAIL

### 05-95-045-450010-72160000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVS, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF FAMILY ASSISTANCE, KINSHIP
60% General Funds, 40% Federal Funds

New Hampshire Children's Trust, Inc.

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
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<th>Class Title</th>
<th>Job Number</th>
<th>Current Budget</th>
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### 05-095-090-9020-50400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVS, HHS: PUBLIC HEALTH DIVISION, COMMUNITY AND HEALTH SERVICES
100% Federal Funds

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<tr>
<th>State Fiscal Year</th>
<th>Class / Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Current Modified</th>
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<td>2023</td>
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<td>Contracts for Prog Svc</td>
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### 05-95-92-920510-33820000- HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVS, HHS: BEHAVIORAL HEALTH DIV, Bureau of Drug & Alcohol Svcs, Governor Commission
Funds
100% General Funds

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class / Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Current Modified</th>
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<td>Sub Total</td>
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<td>$ 100,000</td>
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</tbody>
</table>

| Overall Total     | $2,533,600      |

---

Attachment
Financial Detail
Page 1 of 1

**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

<table>
<thead>
<tr>
<th>1.1 State Agency Name</th>
<th>1.2 State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3 Contractor Name</th>
<th>1.4 Contractor Address</th>
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</thead>
<tbody>
<tr>
<td>New Hampshire Children's Trust, Inc.</td>
<td>10 Ferry Street, Suite 307 Concord, NH, 03301</td>
</tr>
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<table>
<thead>
<tr>
<th>1.5 Contractor Phone Number</th>
<th>1.6 Account Number</th>
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<tbody>
<tr>
<td>(603) 224-1279</td>
<td>05-095-090-9020-50400000 05-095-045-4500-72160000 05-095-92-920510-33820000</td>
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<th>1.7 Completion Date</th>
<th>1.8 Price Limitation</th>
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<td>June 30, 2023</td>
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<th>1.9 Contracting Officer for State Agency</th>
<th>1.10 State Agency Telephone Number</th>
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<tbody>
<tr>
<td>Nathan D. White, Director</td>
<td>(603) 271-9631</td>
</tr>
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<table>
<thead>
<tr>
<th>1.11 Contractor Signature</th>
<th>1.12 Name and Title of Contractor Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed by: Cliff Simmonds</td>
<td>Cliff Simmonds Executive Director</td>
</tr>
<tr>
<td>Date: 5/27/2021</td>
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<table>
<thead>
<tr>
<th>1.13 State Agency Signature</th>
<th>1.14 Name and Title of State Agency Signatory</th>
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<tbody>
<tr>
<td>Signed by: Christine Santaniello</td>
<td>Christine Santaniello Director</td>
</tr>
<tr>
<td>Date: 6/14/2021</td>
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<tr>
<th>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</th>
<th>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</th>
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<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Director, On: 6/14/2021</td>
<td>On:</td>
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<table>
<thead>
<tr>
<th>1.17 Approval by the Governor and Executive Council (if applicable)</th>
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<tbody>
<tr>
<td>G&amp;C Item number:</td>
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**Contractor Initials**

<table>
<thead>
<tr>
<th>Date 5/27/2021</th>
</tr>
</thead>
</table>

**Page 1 of 5**
2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
   3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
   3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
   5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
   5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
   5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
   5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.
   6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
   6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
   6.3 The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

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

Page 3 of 5

Contractor Initials

Date 5/27/2021
8. EVENT OF DEFAULT/REMEDIEM.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):  
8.1.1 failure to perform the Services satisfactorily or on schedule;  
8.1.2 failure to submit any report required hereunder; and/or  
8.1.3 failure to perform any other covenant, term or condition of this Agreement.  
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:  
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;  
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;  
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or  
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.  
8.3 No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.  
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.  
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination. a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.  
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.  
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the
Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.
EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

   3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this agreement to the Family Resource Centers (FRC) in New Hampshire.

1.2. The Contractor shall ensure services are available Statewide.

1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 a.m. to 5:00 p.m., including state, federal and Contractor holidays.

1.4. The Contractor shall support each Family Resource Center (FRC) with their self-assessment to determine the level of readiness for each FRC to receive the Family Resource Center of Quality (FRC-Q) designation in accordance with National Family Support Network (NFSN) Standards of Quality for Family Strengthening and Support (Standards).

1.5. The Contractor shall perform an individual assessment of any FRC applying for FRC-Q designation to identify and document deficiencies in meeting standards and to assist each FRC throughout the application process.

1.6. The Contractor shall work with the Wellness and Primary Prevention Council (WPPC) and Family Support NH (FSNH) to provide support to FRCs in implementing and meeting the Standards for the purpose of acquiring an FRC-Q designation. The Contractor shall ensure support includes, but is not limited to:

1.6.1. Providing FRCs with information about the Standards: https://www.nationalfamilysupportnetwork.org/standards-of-quality;

1.6.2. Providing technical support to FRCs in the implementation of Standards;

1.6.3. Providing technical support to FRCs in the implementation of procedures to document practice of Standards;

1.6.4. Providing training and technical assistance to FRCs in the development of a written plan to meet Standards;

1.6.5. Traveling to any FRC requesting an in person consultation;

1.6.6. Assisting FRCs with completing the FRC-Q application;

1.6.7. Reviewing FRC-Q applications for accuracy;

1.6.8. Participating in the NFSN through a membership with FSNH; and

1.6.9. Providing FRCs with information and trainings on acquiring the FRC-Q designation.
1.7. The Contractor shall collaborate with other FRC technical assistance assets to assess the capacity of each FRC relative to the core and optional standards defined by the WPPC.

1.8. The Contractor shall work with the Department and FRCs to determine culturally appropriate process and outcome data collection and analysis.

1.9. The Contractor shall assist FRCs in increasing operational efficiencies.

1.10. The Contractor shall provide technical assistance for oversight as well as implementation of a quality improvement process.

1.11. The Contractor shall utilize a Community of Practice sharing model that allows FRC administrators and leadership to establish and strengthen cooperation, collaboration, and informal mentoring among FRCs.

1.12. The Contractor shall educate policymakers, communities, and community groups on FRC best practices.

1.13. The Contractor shall ensure priority is given to FRCs providing home services to:

1.13.1. Families for whom the Division of Children, Youth and Families (DCYF) has issued a letter of concern;

1.13.2. Families with cases reported by DCYF as unfounded but with reasonable concern; and

1.13.3. Recipients of Temporary Assistance to Needy Families (TANF) program services.

1.14. The Contractor shall utilize the Family Support Data System Quick Base data platform for the purposes of supporting quality improvement efforts, capable of collecting data on, but not limited to, the following:

1.14.1. Identifying FRC locations, statewide;

1.14.2. Identifying FRC-Q locations, statewide;

1.14.3. Identifying FRC-Q designation expiration dates;

1.14.4. Documenting trainings provided to FRCs through;

1.14.4.1. Notes from the training;

1.14.4.2. The number of training attendees; and

1.14.4.3. Identified action items;

1.14.5. Identifying which FRCs have completed the FRC-Q self-assessment;

1.14.6. Identifying FRCs that have completed the FRC-Q designation application;

1.14.7. Identifying FRCs with plans in place to become an FRC-Q;
New Hampshire Department of Health and Human Services
New Hampshire Family Resource Center Facilitation Organization
and Quality Specialist

EXHIBIT B

1.14.8. Identifying individuals who have received Standards certification;
1.14.9. Documenting FRC and FRC-Q service outcomes;
1.14.10. Documenting FRC priorities; and
1.14.11. Identifying shared measurements among FRCs for family outcomes.

1.15. The Contractor shall provide upon request to the Department with aggregate
data, information, and outcomes.

1.16. The Contractor shall coordinate data collection efforts programs including but
not limited to:

1.16.2. NH Maternal Infant Early Childhood Home Visiting.
1.16.3. Healthy Families America Home Visiting Programs.
1.16.4. Community Collaboration to Strengthen and Preserve Families
Programs.

1.17. The contractor shall provide Technical Assistance (TA) around data integrity
and develop reports related to the data collection.

1.18. The contractor shall provide training to all new FRC staff who enter data into the
Quick base platform

1.19. The contractor shall ensure data integrity for the CFSS program and provide the
necessary reports monthly.

1.20. The contractor shall work with the Department to plan and align other data
collection efforts for any other new programs administered through Family
Resource Centers

1.21. The Contractor shall provide quality improvement training and resources to
FRCs and FRC-Qs, including but not limited to:

1.21.1. Collecting and disseminating FRC-Q best practices and evidenced
based program models;

1.21.2. Convening FRCs and FRC-Qs in a Community of Practice sharing
model;

1.21.3. Promoting collaboration through shared learning opportunities and
training with FRCs and FRC-Qs across state agencies in an effort to
improve service outcomes;

1.21.4. Increasing FRC administrative and operational efficiencies; and

1.21.5. Providing technical assistance to ensure that each FRC-Q has a clear
non-profit business model.
EXHIBIT B

The contractor shall provide funding to FRC in year two of the contract, for their administrative needs to support the work of the FRC, including but not limited to:

1.22.1. Executive Director Salary
1.22.2. CFO salary
1.22.3. building repairs and maintenance
1.22.4. Distribution of funds shall be based on a formula with FRC-Q designation

1.23. The Contractor shall fund and support positions for the purposes of supporting kinship caregivers who are caring for kin. The Contractor shall ensure:

1.23.1. Navigators are utilized within FRCs and FRC-Qs to provide support to kinship caregivers who are caring for kin as a result of a placement.
1.23.2. Navigators connect with kinship caregivers, in person or by other electronic means such as Facetime and Zoom, for the purposes of:

1.23.2.1. Assessing kinship caregiver needs;
1.23.2.2. Providing outreach, engagement, and community support services and referrals; and
1.23.2.3. Utilizing or creating peer support groups for kinship caregivers.
1.23.3. Provide training to Navigators to provide consistency across Navigators through education and training, consistent with:

1.23.3.1. DCYF; and
1.23.3.2. TANF programs.

1.24. The Contractor shall market FRCs in order to raise public awareness, and raise awareness among statewide and potential partners. The Contractor shall ensure:

1.24.1. Public awareness activities align and are coordinated with other statewide family support and strengthening networks; and
1.24.2. Consistent marketing and branding of FRCs and FRC-Qs.

1.25. The Contractor shall utilize the Boundary Spanning Leadership framework to promote cross-system collaboration between FRCs, FRC-Qs and other child-welfare and family service agencies, businesses, philanthropic funders and other organizations providing family support and/or economic support services.

1.26. The Contractor may identify and assist FRCs and FRC-Qs in their applications for additional funding opportunities for FRC and FRCQ operations, programs, or quality improvement activities.
EXHIBIT B

1.27. The Contractor shall facilitate the FRC-Q designation review process, including but not limited to:
   1.27.1. Assembling FRC-Q designation review teams devised of members of the WPPC;
   1.27.2. Providing reviewing teams with necessary site review tools;
   1.27.3. Coordinating FRC site reviews;
   1.27.4. Recording, publishing, and reviewing team minutes;
   1.27.5. Developing a form to gather review team meeting feedback; and
   1.27.6. Communicating results to FRC applicants.

1.28. The Contractor shall attend all Wellness and Primary Preservation Council (WPPC) meetings.

1.29. The Contractor shall attend all Family Support New Hampshire (FSNH) monthly meetings and provide progress reports on the number of FRCs achieving FRC-Q designation.

1.30. The Contractor shall attend any National Family Support Network meetings DHHS identifies as required.

1.31. The Contractor shall utilize project management best practices throughout the contract term.

1.32. The Contractor shall demonstrate an implementation of a Community of Practice sharing model among FRCs and FRC-Qs.

1.33. The Contractor shall document specific trainings, guidance, and supports for FRCs and FRC-Qs providing home visiting services.

1.34. The Contractor shall maintain the Family Support Data System data collection system in accordance with this Scope of Services.

1.35. The Contractor shall demonstrate an increase in the number of FRCs receiving the FRC-Q designation.

1.36. The Contractor shall maintain the training process and continue to develop the Kinship Navigation position based on evaluation of the program and staff performance.

1.37. The Contractor shall provide evidence of sufficient number of Navigators through subcontract.

1.38. Contractor shall support FRC-Q with the re-designation process every three (3) years.

1.39. Contractor shall provide support to FRC-Q to develop a work plan to increase best practice standards using the National standards of quality for family
strengthening and support, data outcomes, client satisfactory surveys and other evaluation tools.

1.40. The Contractor in collaboration with the Department shall design a Family Support NH (FSNH) satisfaction survey to ensure that the Facilitated Organization meets the needs of the Family Resource Centers.

1.41. The Contractor shall demonstrate an increase in Navigator positions and kinship Navigator support in each year of the contract term.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall submit monthly reports to the Department FSNH, WPPC, within fifteen (15) days following the end of the reporting period, to ensure adequate and efficient service delivery, which include, but are not limited to reports detailing the following:

3.1.1. The number of FRC-Q designation applications received;
3.1.2. The number of Vendor FRC and FRC-Q site reviews performed;
3.1.3. The number of FRCs receiving the FRC-Q designation;
3.1.4. Status updates on FRCs applying for the FRC-Q designation according to the FRCs individual written plan;
3.1.5. A comprehensive training plan for each FRC-Q within ninety (90) days of receipt of FRC-Q designation;
3.1.6. The number and topics of trainings provided to all FRCs and FRC-Qs;
3.1.7. The number of FRC and FRC-Q staff trained;
3.1.8. Progress made in developing shared family outcome measures;
3.1.9. The number of Navigator positions supported and/or funding; and
3.1.10. The number of trainings delivered to Navigators.
EXHIBIT B

3.2. The Contractor shall provide a comprehensive annual report by June 30th of each year.

3.3. The Contractor shall submit quarterly project progress reports, within fifteen (15) days following the end of the reporting period, with a final report due thirty (30) days from contract completion date.

3.4. The Contractor shall submit monthly Kinship Navigator report, within fifteen (15) days following the end of the reporting period with a final report due thirty (30) days from contract completion date.

3.5. The Contractor shall provide an annual satisfaction survey report to the Department within thirty (30) days of calendar year.

3.6. The Contractor shall demonstrate an increase in the number of FRCs receiving FRC-Q designation by at least four (4), from an established baseline as of the contract effective date. Annual baselines are as follows:

3.6.1. Three (3) in 2022;

3.6.2. Three (3) in 2023

4. Performance Measures

4.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

4.2. The Contractor may be required to provide other key data and metrics to the Department, in the aggregate and de-identified, including client-level demographic, performance, and service data.

4.3. Where applicable, the Contractor shall collect and share data with the Department, in the aggregate and de-identified, in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure
meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

### 5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, “The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”

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

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

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

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

### 5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. 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 shall procure said license or permit, and shall 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.

5.5. Eligibility Determinations

5.5.1. 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.

5.5.2. 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.

5.5.3. 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.

5.5.4. 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.

6. Records

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

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions,
labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

6.1.4. Medical records on each patient/recipient of services.

6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
New Hampshire Department of Health and Human Services
New Hampshire Family Resource Center Facilitation Organization
and Quality Specialist

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 52% New Hampshire Overdose Data to Action Program (NH OD2A), as awarded on January 2021, by the Centers For Disease Control And Prevention, CFDA 93.136, FAIN#NU17CE924984.
   1.2. 16% Kinship Navigator Programs as awarded on October 2020, by the Administration for Children and Families, CFDA 93.556, FAIN#20011NHPKIN & 2101NHPKIN.
   1.3. 32% General Funds.

2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a sub-recipient, in accordance with 2 CFR 200.330.
   2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-8, Budget Sheets.

4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

5. The Contractor shall provide backup documentation for all reimbursement requests.

6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to BFAinvoices@dhhs.nh.gov, or invoices may be mailed to:
   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and.
New Hampshire Department of Health and Human Services  
New Hampshire Family Resource Center Facilitation Organization  
and Quality Specialist

EXHIBIT C

if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

13.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

13.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the
EXHIBIT C

Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 13.3. 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

13.4. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

13.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.
### New Hampshire Department of Health and Human Services

**Contractor Name:** New Hampshire Children's Trust, Inc.

**Budget Request for:** Facilitating Organization for Family Resource Centers - CDC FY22

**Budget Period:** FY22: July 1, 2021 - June 30, 2022

#### Exhibit C-1, Budget Sheet

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<th>Line Item</th>
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<th>Indirect Costs</th>
<th>Total Costs</th>
<th>Contractor Share (10%)</th>
<th>Funded by DHRB Contract Share</th>
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<td>$2,524.00</td>
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<td>4. Office</td>
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<td>$555.00</td>
<td>$555.00</td>
<td>$55.50</td>
<td>$55.50</td>
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<td>5. Telephone and Data</td>
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<td>6. Publications</td>
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<td>10. Staff Education and Training</td>
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<td>13. Other (please list, attach schedule)</td>
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<td>-</td>
<td>-</td>
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</table>

**Total** | $615,911.00 | $67,896.00 | $683,807.00 | $68,381.00 | $68,381.00 | $68,381.00 |

**Direct As % of Direct** 10.3%
# New Hampshire Department of Health and Human Services

## Contractor Name: New Hampshire Children's Trust, Inc.

**Budget Request for: Family Resource Centers - CDC FY 2023**

**Budget Period: FY 2023 - July 1, 2022 - June 30, 2023**

<table>
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<tr>
<th>Line Item</th>
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<th>Contracted FTE</th>
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<th>Indirect</th>
<th>Total</th>
<th>Direct</th>
<th>Indirect</th>
<th>Total</th>
<th>Direct</th>
<th>Indirect</th>
<th>Total</th>
<th>Direct</th>
<th>Indirect</th>
<th>Total</th>
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<td>$16,721.00</td>
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<td>Professional &amp; Other</td>
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</table>

**Grand Total:** $20,657.00

**Notes:**
- The above budget request is for Family Resource Centers - CDC FY 2023.
- The budget period is from July 1, 2022, to June 30, 2023.
- The contractor is New Hampshire Children's Trust, Inc.

New Hampshire Children's Trust, Inc.
SS-2027-DEP-01-00492-01
Exhibit C-7: Budget Sheet
Page 1 of 1

Exhibit C-7: Budget Sheet
## New Hampshire Department of Health and Human Services

### Contractor Name: New Hampshire Children's Trust, Inc.

**Budget Request for:** Facilitating Organization for Family Resource Centers - OCYF, Kincap FY'72

**Budget Period:** FY'72: July 1, 1971 - June 30, 1972

### Exhibit C-3, Budget Sheet

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<th>Direct Costs $</th>
<th>Indirect Costs $</th>
<th>Total Costs $</th>
<th>Direct Costs $</th>
<th>Indirect Costs $</th>
<th>Total Costs $</th>
<th>% Direct</th>
<th>% Indirect</th>
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</thead>
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<td></td>
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<td></td>
<td></td>
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<tr>
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<td>$17,247.00</td>
<td>$17,247.00</td>
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<td>5. Total</td>
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<td>$18,175.00</td>
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</table>

**Remainder**

- 6. Indirect Costs ($0)
- 7. Total Costs ($18,175.00)

**Incl. As a Percent of Direct Costs**

- 8. Indirect Costs ($0)
- 9. Total Costs ($18,175.00)

---

New Hampshire Children's Trust, Inc.
55-75053-03 (EIN: 46-604101)

Exhibit C-3: Budget Sheet

Page 1 of 1
New Hampshire Department of Health and Human Services

Contractor Name: New Hampshire Children's Trust, Inc.

Budget Request for: Foster Care Organization for Family Resource Centers - DCF Fostercare FY23

Budget Period: FY23: July 1, 2022 - June 30, 2023

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<th>Total</th>
<th>Direct</th>
<th>Indirect</th>
<th>Total</th>
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<td>3. Supplies</td>
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</tr>
<tr>
<td>5. Travel</td>
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<td>$131,000.00</td>
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<tr>
<td>6. Occupancy</td>
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<td>$3,852.00</td>
<td>$3,852.00</td>
<td>$3,852.00</td>
<td>$3,852.00</td>
<td>$3,852.00</td>
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<tr>
<td>7. Office Supplies</td>
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<td>$2,289.00</td>
<td>$2,289.00</td>
<td>$2,289.00</td>
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<tr>
<td>8. Travel</td>
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<td>$2,090.00</td>
<td>$2,090.00</td>
<td>$2,090.00</td>
<td>$2,090.00</td>
<td>$2,090.00</td>
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<tr>
<td>9. Maintenance</td>
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<tr>
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<td>$1,018.00</td>
<td>$1,018.00</td>
<td>$1,018.00</td>
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<tr>
<td>11. Support Services</td>
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<td>$1,814.00</td>
<td>$1,814.00</td>
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<td>12. Program Subcontracts</td>
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<tr>
<td>13. FSA Subcontracts</td>
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<td>14. Other Revenue (if any)</td>
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<td>$18,164.00</td>
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</table>

Direct as a Percent of Total: 10.0%
## New Hampshire Department of Health and Human Services

**Contractor Name:** New Hampshire Children's Trust, Inc.

**Budget Request for:** Family Resource Centers - General Funds

**Budget Period:** FY22: July 1, 2021 - June 30, 2022

### Exhibit G-5, Budget Sheet

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<th>Description</th>
<th>FY21 Actual</th>
<th>FY22 Request</th>
<th>Pct. Increase</th>
<th>Contractor Share</th>
<th>Match</th>
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<th>Funded by MVD Contract Share</th>
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<tbody>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Office</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Personnel Program &amp; Training</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Travel</strong></td>
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<td><strong>Consultants</strong></td>
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<tr>
<td><strong>Indirect</strong></td>
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</tr>
<tr>
<td><strong>Indirect As a Percent Of Direct</strong></td>
<td>10.6%</td>
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**New Hampshire Children's Trust, Inc.**

**Contractor Initials:**

**Date:** 3/27/2022
# New Hampshire Department of Health and Human Services

## Contractor Name: New Hampshire Children’s Trust, Inc.

### Budget Request: Facilitating Organization for Family Resource Centers - General Funds SFY23

**Budget Period:** SFY23 - July 1, 2022 - June 30, 2023

<table>
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<tr>
<th>Line Item</th>
<th>Description</th>
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<th>Match</th>
<th>Total Program Cost</th>
<th>Contractor Share / Match</th>
<th>Total</th>
<th>Funded by DHHS percent share</th>
<th>Total</th>
<th>Estimated 9/14/2023</th>
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<td>Communications</td>
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<td>Staff Salaries &amp; Benefits</td>
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<td></td>
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<td>20</td>
<td>Materials/Direct Services</td>
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<td>Program Support</td>
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<td>Other (non-capital) services</td>
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<td>100%</td>
<td>$225,425.00</td>
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*Note: Estimated amounts for 9/14/2023.*

**New Hampshire Children’s Trust, Inc.**

SA-2023-00569-NEWHAVEN

Cmplt C-6, Budget Sheet

Page 1 of 1
### New Hampshire Department of Health and Human Services

#### Contract Name: New Hampshire Children's Trust, Inc.

**Budget Request for: Facilitating Organization for Family Resource Centers - Governor's Commission SFY'22**

**Budget Period: SFY'22: July 1, 2021 - June 30, 2022**

---

#### Exhibit C-7: Budget Sheet

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<tr>
<th>Budget Item</th>
<th>Total Program Cost</th>
<th>Indirect</th>
<th>Direct</th>
<th>Total</th>
<th>Contract Name / Match</th>
<th>Total</th>
<th>Funded by DHHS Amount (line 10)</th>
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<td>3. Consultants</td>
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<td>6. Repair and Maintenance</td>
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<td>16. Staff Relocation and Training</td>
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<td>2,091.00</td>
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**Indirect As A Percentage of Direct:** 10.95%
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

CS

Vendor Initials 5/27/2021
New Hampshire Department of Health and Human Services
Exhibit D

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted:

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name:

5/27/2021

Date

Name: Cliff Simonds
Title: Executive Director
CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: ______________________________

Date: 5/27/2021

Name: Clifford Simmonds
Title: Executive Director

Exhibit E - Certification Regarding Lobbying

New Hampshire Department of Health and Human Services
Exhibit E
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and
information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS
13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
   13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
   13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/27/2021
Date

Name: Clifford Simmonds
Title: Executive Director

Contractor Initials:

5/27/2021
Date
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;


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.
New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Cliff Simmonds

5/27/2021
Date

Executive Director
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:  

Date: 5/27/2021  

Name: Cliff Simonds  

Title: Executive Director
New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.


i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
New Hampshire Department of Health and Human Services

Exhibit I

I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.


o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business
Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity’s Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed;
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor’s business associate agreements with Contractor’s intended business associates, who will be receiving PHI.
pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual’s request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business
Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate’s use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

(5) **Termination for Cause**

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

(6) **Miscellaneous**

a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.
e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

<table>
<thead>
<tr>
<th>New Hampshire Department of Health and Human Services</th>
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<tr>
<td><strong>Exhibit I</strong></td>
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<th>Department of Health and Human Services</th>
<th>NEW HAMPSHIRE CHILDREN'S TRUST</th>
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<tr>
<td>The State</td>
<td>Name of the Contractor</td>
</tr>
<tr>
<td>Christine Santaniello</td>
<td>Cliff Simmonds</td>
</tr>
<tr>
<td>Signature of Authorized Representative</td>
<td>Signature of Authorized Representative</td>
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<tr>
<td>Christine Santaniello</td>
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<tr>
<td>Director</td>
<td>Executive Director</td>
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<tr>
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<td>Date</td>
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<tr>
<td>6/14/2021</td>
<td>5/27/2021</td>
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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

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

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

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

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

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

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

Contractor Name: [signature]
Date: 5/27/2021

Executive Director
New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 104201111

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

   X NO   YES

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

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

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

   NO   YES

If the answer to #3 above is NO, stop here

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

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

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

   Name: ___________________________ Amount: ____________
   Name: ___________________________ Amount: ____________
   Name: ___________________________ Amount: ____________
   Name: ___________________________ Amount: ____________
   Name: ___________________________ Amount: ____________
New Hampshire Department of Health and Human Services

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.


10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

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

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor initals

Date
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PPI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov